



## ADULT PARTICIPANT'S RELEASE OF LIABILITY

### CAUTION: PLEASE READ CAREFULLY BEFORE SIGNING

Be it hereby known:

In exchange for being allowed to enter onto the premises and participate in various equine activities on the premises operated by Tokota Horse Stables/McGee Farms ("Stables"), a North Carolina limited liability company, the sufficiency of which is acknowledged, the undersigned person ("Participant") hereby expressly acknowledges, agrees and contracts as follows:

1. This is an exculpatory contract, meaning that the Participant intends to wholly excuse Tokota Horse Stables/McGee Farms, its owners, employees, agents, property owners, equine owners and other persons or entities named herein from liability and/or claims for damages for certain types of negligent acts and omissions that may arise from equine activities and for which the undersigned Participant is affirmatively and voluntarily assuming all risks of harm and/or damage. Participant is expressly acknowledging and contracting to be fully responsible for his/her own safety.
2. The Participant intends to participate in some or all of the following equine and related activities, including but not limited to horseback riding for recreation, amusement, lessons, trail riding, roping cattle and other related activities. Participant agrees to participate according to the additional rules and instructions provided by the Stables' personnel from time to time, and shall remain alert and safety conscious at all times. Participant warrants that he/she has no health or physical condition that would interfere with safe horseback riding or other equine activities.
3. If requested, the Stables may provide the Participant with a horse and riding equipment in order to practice and participate in the activities. Or, the Participant may furnish his/her own horse and equipment. **Participant acknowledges that the Stables and its personnel make no warranty, express or implied, as to the compatibility of any particular horse or equipment furnished, if any.** Either way, Participant acknowledges that the Stables and its personnel are fully released of any responsibility to verify the Participant's riding ability, experience or skill from time to time as it relates to the suitability of the Participant with any particular horse or to be able to participate in any particular equine activity. **The Participant agrees to promptly advise the Stables personnel prior to or during the use of any horse and equipment as to the Participant's riding ability and experience level, or lack thereof, and/or to the horse's perceived undesirable characteristics, and/or as to whether the Participant, the horse and/or the equipment may be incompatible or**

**unsuitable so as to create an unsafe combination.** Participant shall then accept a substitute horse and/or equipment or withdraw from the equine activities.

4. **THE USE OF EQUINE HELMETS ARE STRONGLY ENCOURAGED.** Such helmets may be provided by the Stables. At the Participant's option, Participant expressly agrees to provide and wear his/her own properly fitted and secured equine helmets (ASTM/SEI standards), and also expressly releases the Stables and its personnel from any and all responsibility regarding the option not to use or wear said safety helmet.
  
5. **The Participant hereby acknowledges receipt and understanding of the following WARNINGS: "Under North Carolina law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting exclusively from the inherent risks of equine activities. Chapter 99E of the North Carolina General Statutes." CAUTION: Be Advised That Equine Activities Take Place On The Premises And That All Equine Activities Can Involve Inherent Risks Despite All Safety Precautions. Participate At Your Own Risk At All Times.** "Inherent risks of equine activities" shall mean those risks, dangers or conditions which are an integral part of equine activities, including, but not limited to:
  - (a) The propensity of any horse to behave in unpredictable ways that may result in injury, harm or death to persons on or around them, and/or damage to property in their vicinity, and whether the rider is walking nearby, mounting, riding or dismounting;
  - (b) The unpredictability of a horse's reaction to such things as sights, lights, man-made or Mother Nature's sounds, sudden movement, unfamiliar objects, persons, other animals and reptiles, and the inherent tendency to bite, bolt and run, stampede, trample, step on a person, push against a person, buck or throw the rider, or rear up and fall on a person;
  - (c) The horse's limited traction and/or reaction to land conditions and hazards, slipping, falling or other response to rough ground, uneven surface and subsurface conditions, objects protruding from the ground, fences and wires, objects protruding downward from overhead, or other objects, whether indoors or outdoors;
  - (d) When frightened, angry, fatigued, or under stress, a horse may react accordingly to its own natural instincts, and it may suddenly move up, down, forward, backward or sideways;
  - (e) The horse's collision with other animals, people, fences and objects, whether indoors or outdoors; and/or
  - (f) The potential of a Participant to act in a negligent manner, or with a lack of riding skill or experience, that may contribute to injury of the Participant or others, such as failing to maintain control over the horse, or failing to act within his/her riding ability, or becoming entangled in the stirrups, reins or lead ropes, or due to the slippage of the saddle and girth straps.
  - (g) There are other inherent risks other than those listed above, obvious and not obvious, and the undersigned Participant acknowledges that this release and exculpatory agreement is not confined to the above list, but shall be liberally construed to include any possible risk or combination of risks possible relating to equine activities.
  
6. **PARTICIPANT ACKNOWLEDGES FULL NOTICE AND APPRECIATION OF SAID WARNINGS AND RISKS AND KNOWINGLY ASSUMES ALL OF THE POTENTIAL RISKS OF HARM** associated with preparing for riding, while a pedestrian, and otherwise participating in the practice sessions, events, pleasure riding and all related activities at all locations involved, including but not limited to the Stables' private facilities, public facilities, barns, pens, arenas, and any open land adjoining the Stables property upon which the Participant may attempt to ride a horse or be a pedestrian.

7. **PARTICIPANT HEREBY FULLY AND COMPLETELY RELEASES, FOREVER HOLDS HARMLESS AND WAIVES ANY CLAIMS FOR INJURY, DEATH OR PROPERTY DAMAGE, INCLUDING ATTORNEY FEES AND COURT COSTS, FOR ANY ACCIDENT OR NEGLIGENT ACT OR OMISSION RELATING TO OR OCCURRING DURING THE PARTICIPATION IN EQUINE ACTIVITIES.** This release, waiver and hold harmless agreement shall be fully effective as to all of the following: Tokota Horse Stables/McGee Farms and all of their owners, directors, officers, agents, representatives, employees and volunteers; and also Lisa Motsinger and Gina McGee, individually; and also landowners and adjacent landowners. The Participant's release, waiver and hold harmless agreement **includes any accidental or negligent act and/or omission** that is in any way referenced above and that is/was to any degree a contributing or proximate cause of any injury, death or property damage to Participant, Participant's horse(s), and/or Participant's property. This release, waiver and hold harmless agreement includes all such negligent acts and/or omissions that occur whether Participant is actually riding his/her own horse, or a horse furnished by the Stables, or any horse belonging to any other third party, or transporting a horse in a trailer, or saddling, grooming, feeding or other maintenance of the horse, or adjusting the riding tack or equipment, or is simply otherwise on the premises at the time. This release, waiver and hold harmless agreement extends to and **includes any and all claims for all possible liability, demands and causes of action of whatever kind or character, including court costs and attorney fees, arising from equine and related activities, including death, personal injuries and property damage** that might occur, whether or not caused by the negligent acts or omissions of the Released Parties herein. Further, Participant hereby affirmatively covenants not to sue or to assist in any legal action against the Released Parties for any injury, death or property damages to the Participant arising from equine activities. Further, **Participant expressly agrees to fully indemnify and hold harmless the Released Parties** from any third party suit, claim or liability, including attorney fees and court costs, for any injury, death or property damage to any third party rider, pedestrian or horse that arises from the negligent and/or gross negligent acts or omissions of the undersigned Participant.

9. The following provisions shall govern the interpretation and enforcement of this Agreement:
- (a) The parties mutually intend that this Agreement shall not expire and shall forever be a binding contract and in full effect at any time Participant is on the premises of the Stables, or riding any horse on or off the premises, and it is to be liberally construed in favor of the parties being released.
  - (b) Each provision of this Agreement shall be enforceable independently of every other provision. If any provision of this Agreement is determined to be unenforceable for any reason by a Court of competent jurisdiction, the remaining covenants and/or provisions shall remain effective, binding and enforceable.
  - (c) The laws of North Carolina shall govern the validity, interpretation and effect of this Agreement and any dispute relating hereto. The parties acknowledge and agree that venue for any court action and/or litigation shall be brought and commenced in Stokes County, North Carolina.
  - (d) This Agreement constitutes the complete and entire agreement between the parties. The parties have executed this Agreement based on the express terms and provisions set forth herein. The parties have not relied on any representations, oral or written, which are not set forth in this Agreement. No previous agreement, either oral or written, shall have any effect on the terms or provisions of this Agreement, and all previous agreements, either oral or written, are expressly superceded and revoked by this Agreement. The provisions of this Agreement may not be orally modified, and any modifying agreement shall only be effective if it is reduced to writing and signed by all parties.

- (e) This Agreement, and particularly the release of liability, hold harmless, indemnity and exculpatory provisions are binding on the Participant and the Participant's heirs, assigns and all other persons claiming through or on behalf of the Participant.
- (f) This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes.
- (g) The undersigned Participant has been afforded a reasonable opportunity to review this Agreement with legal counsel of his/her own choice before executing the Agreement.

10. Participant Hereby Further Acknowledges that he/she has had the opportunity to carefully read, review and clarify any questions he/she might have pertaining this Release Agreement before their signing below. The Participant hereby acknowledges they have read and understand the legal and binding effect of this Release Agreement, and expressly agrees to be bound hereby now and at all times in the future.

**Please read and initial the following statements:**

1. \_\_\_\_\_ I decline the use of a riding helmet.

OR

\_\_\_\_\_ I request the use of a riding helmet.

2. \_\_\_\_\_ I am in good physical health and have the ability to safely engage in equine activities.

3. I rate my riding ability as (please initial):

\_\_\_\_\_ BEGINNER \_\_\_\_\_ ADVANCED BEGINNER \_\_\_\_\_ INTERMEDIATE \_\_\_\_\_ ADVANCED

The Participant hereby voluntarily signs and enters into this Contract and Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Witness Printed Name

\_\_\_\_\_  
Participant's Printed Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Telephone