

White Winds Farm Equestrian Center

•Equine Riding and/or Driving and/or Training Instruction Agreement, Liability Release, and Assumption of Risk Agreement (for individuals)•

White Winds Farm

STABLE NAME, hereinafter known as "THIS STABLE,"

2246 Calloway Road, Raeford, NC 28376

Location or Address of THIS STABLE

READ CAREFULLY AND COMPLETE ALL SECTIONS BEFORE SIGNING.

A. **REGISTRATION OF STUDENT AND AGREEMENT PURPOSE** I, the following listed individual, and the parents or legal guardians thereof if a minor, do hereby voluntarily agree to participate in equine-related instruction as a student of THIS STABLE, and that I will either utilize my own horse or school horses provided by THIS STABLE for instruction purposes.

1. STUDENT NAME (please print name):

2. Age (if under 18):

3. Date of Birth: _____

4. Weight over 240 lbs.?

Yes

No

5. Horse Handling/Riding Experience (check one that applies):

Beginner (under 10 hours)

Over 10 hours

6. Does this student have any physical or mental condition(s) which may affect his/her safety and ability to ride, drive, and/or train a horse?

Yes

No

7. If you circled "yes", how can we help this student with his/her special needs?

8. Medical Insurance: I/WE AGREE THAT should medical treatment be required, I and/or my

medical insurance company **shall pay** for **ALL** such incurred expenses.

My medical insurance company is:

My policy number is:

I do not carry medical insurance.

B. AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS This agreement shall be legally binding upon me the registered student, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the state and county of THIS STABLE'S physical location. This agreement is intended to be valid and binding at all times now and in the future when THIS STABLE permits me (directly or indirectly) to enter THIS STABLE'S property, be on THIS STABLE'S property, be near any horse, receive riding and/or driving and/or training instruction or guidance from its associates and/or when I ride and/or drive and/or train and/or am near horses on or off of THIS STABLE'S property. Any disputes by the rider shall be litigated in, and venue shall be the county in which THIS STABLE is physically located. This agreement is intended to be as broad and inclusive as the law permits. If any clause, phrase, or word is in conflict with state law, then that single part is null and void. The terms "HORSE" and "EQUINE" herein shall refer to all equine species. The terms "I", "WE", "ME", "MY" shall herein refer to the above registered student and the parents or legal guardians thereof if a minor.

C. INHERENT RISKS/ASSUMPTION OF RISKS I/WE ACKNOWLEDGE THAT risks, conditions, and dangers are inherent in (meaning an integral part of) horse/equine/animal activities, regardless of all feasible safety measures which can be taken, and I agree to assume them. The inherent risks include, but are not limited to any of the following: The propensity of an animal to behave in ways that may result in injury, harm, death, or loss to persons on or around the animal; The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; Hazards, including, but not limited to, surface or subsurface conditions; A collision, encounter, and/or confrontation with another equine, another animal, a person, or an object; The potential of an equine activity participant to act in a negligent manner that may contribute to injury, harm, death, or loss to the participant or to other persons, including but not limited to, failing to maintain control over an equine and/or failing to act within the ability of the participant. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from horse to ground it will generally be at a distance of from 3 ½ to 5 ½ feet, and the impact may result in harm to the rider. Horseback riding, driving, and training are activities in which one much smaller, weaker predator animal (the human) tries to impose its will on, and become one unit of movement with, another much larger, stronger prey animal that has a mind of its own (the horse) and each has a limited understanding of the other. If a horse is frightened or provoked, it may divert from its training and act according to its natural survival instincts, which may include, but are not limited to: Stopping short;

Spinning around; Changing directions and/or speed at will; Shifting its weight; Bucking; Rearing; Kicking; Biting; and/or Running from danger. **I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on THIS STABLE to list all possible risks for me.**

D. CONDITIONS OF NATURE WARNING, UNFAMILIAR AND SUDDEN SIGHTS, SOUNDS AND MOVEMENTS WARNING, AND INSPECTION OF PREMISES I/WE ACKNOWLEDGE THAT THIS STABLE is **NOT** responsible for total or partial acts, occurrences, or elements of nature and/or sudden and/or unfamiliar sights, sounds, and/or sudden movements that can scare a horse, cause it to fall, or react in some other unsafe way. SOME EXAMPLES ARE: Thunder, lightning, rain, wind, wild and domestic animals, insects, and reptiles, which may walk, run, or fly near, or bite or sting a horse or person; and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape. **I also understand that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on THIS STABLE to list all possible conditions for me.** The student and parent or legal guardian have inspected THIS STABLE'S facilities and are satisfied that all premise conditions are reasonably safe for this student's intended purpose, usage, and presence upon THIS STABLE'S premises.

E. SADDLE GIRTHS/NATURAL LOOSENING WARNING I/WE ACKNOWLEDGE THAT saddle girths (fastener straps around horse's belly) may loosen during riding. Students must alert the instructor or attendant of any girth looseness so action can be taken to avoid slippage of saddle and the potential for the rider to fall from the horse.

F. PROTECTIVE HEADGEAR/HELMET WARNING I/WE AGREE THAT I for myself and on behalf of my child and/or legal ward have been fully warned and advised by THIS STABLE that protective headgear/helmet, which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian helmet, should be worn while riding and/or driving and/or training and/or being near horses, and I understand that the wearing of such headgear/helmet at these times may reduce severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as the result of a fall and other occurrences. **I am not relying on THIS STABLE and/or its associates to provide a certified helmet for me or to check any headgear/helmet or headgear/helmet strap that I may wear, or to monitor my compliance with this suggestion at any time now or in the future.**

G. LIABILITY RELEASE I/WE AGREE THAT in consideration of THIS STABLE allowing my participation in this activity, under the terms set forth herein, I, the STUDENT, for myself and on behalf of my child and/or legal ward, heirs, administrators, personal representatives or assigns, do agree to release, hold harmless, and discharge THIS STABLE, its owners, agents, employees,

officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations, and Insurers, and others acting on their behalf (hereinafter, collectively referred to as "Associates"), of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to THIS STABLES'S and/or ITS ASSOCIATE'S ordinary negligence or legal liability; and I do further agree that except in the event of THIS STABLE'S gross negligence and/or willful and/or wanton misconduct, I shall not bring any claims, demands, legal actions or causes of action, against THIS STABLE and ITS ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury and/or death and/or property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of THIS STABLE, to include while riding, driving, training, handling, or otherwise being near horses owned by me or owned by THIS STABLE, or in the care, custody, or control of THIS STABLE, whether on or off the premises of THIS STABLE, but not limited to being on THIS STABLE'S premises.

H. EQUINE ACTIVITY LIABILITY ACT [EALA] WARNING OR LANGUAGE (This clause applies only for operations located in these states: AL, AZ, CO, DE, FL, GA, IL, IA, IN, KY, KS, LA, ME, MA, MI, MS, MO, NE, NC, OH, OK, OR, RI, SC, SD, TX, TN, UT, VA, VT, WV, and WI.) I/We acknowledge that I/we have reviewed this state's EQUINE ACTIVITY LIABILITY ACT WARNING OR LANGUAGE, a copy of which is attached hereto and incorporated as if fully set forth herein. **INSTRUCTION TO SIGNERS: DO NOT SIGN UNLESS A COPY OF THE EALA WARNING OR LANGUAGE IS ATTACHED TO THIS AGREEMENT.**

ALL STUDENTS and PARENTS or LEGAL GUARDIANS MUST SIGN BELOW AFTER READING THIS ENTIRE DOCUMENT.

SIGNER STATEMENT OF AWARENESS

I/WE, THE UNDERSIGNED, REPRESENT THAT I/WE HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT. I/WE UNDERSTAND THAT BY SIGNING THIS DOCUMENT I/WE AM/ARE GIVING UP RIGHTS TO SUE TODAY AND IN THE FUTURE. I/WE ATTEST THAT ALL FACTS ARE TRUE AND ACCURATE. I/WE AM/ARE SIGNING THIS WHILE OF SOUND MIND AND NOT SUFFERING FROM SHOCK, OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS.

Signature of Student

Date: _____

Signature of Parent, Guardian, and/or Spouse #1 _____

Date: _____

(Spouses must sign for themselves.)

Signature of Parent, Guardian, and/or Spouse #2 _____

Date: _____

Address in full _____

Home Phone: _____ Business Phone: _____

Person to Contact in Case of Emergency: _____

Relationship to Student: _____ Phone Number: _____

NORTH CAROLINA STATE 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.