

**RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK, HOLD HARMLESS, AND INDEMNITY AGREEMENT -
North Carolina**

READ CAREFULLY BEFORE SIGNING

I agree to this Release and Waiver of Liability, Assumption of Risk, Hold Harmless, and Indemnity Agreement ("Agreement") with Gilead's Rest, LLC who is a corporation or LLC (hereafter referred to as "**Stable**") as a condition for their allowing me and the persons identified below (if any), to do any or all of the following at any time and any location: enter Stable's premises, land, facilities, barns, arenas, paddocks, pastures, and surrounding land; be near horses, ponies, mules, or donkeys (hereafter, "equines"), work with, handle, ride, drive, and/or receive instruction or guidance related to riding, driving, handling and/or working with equines. (All of these activities, individually and collectively, will be referred to as "**The Activities**" in this Agreement.)

NAME (*Please print clearly*): _____

NAME OF OTHER CONTRACTING PARTY (Spouse or Other Parent): _____

ADDRESS: _____

PHONE: [Home] _____ [Work] _____ [Cell/Other] _____

To the fullest extent allowed by law, I also make this agreement on behalf of the following who is/are my child/children or legal ward(s):

1. _____ AGE: _____ 2. _____ AGE: _____
Date of Birth: _____ Date of Birth: _____

All parts of this Agreement apply to me and each of the children or legal wards listed above. [We will collectively call ourselves "I," "me," or "my" throughout this Agreement.]

IT IS AGREED AS FOLLOWS:

1. I understand that although I am signing this Agreement today, I also intend for this Agreement to be valid and binding now and in the future when I engage in any or all of **The Activities** at any location.

2. Risks/Assumption of Risk. I understand that anyone riding, driving, handling, working with, or even near an equine at any location can suffer bodily and other injuries. Among other things, equines are unpredictable by nature. For example, when frightened, angry, or under stress, the natural instincts of an equine are to jump forward or sideways, back up quickly, or run away from real or perceived danger by trotting or galloping. Equines also have the ability to kick, buck, rear up, spin around, strike, or bite. I know that equines can do these and other things without warning. I also understand that all equines, even if they have no history of hurting anyone, are powerful and have the potential to be dangerous to people, equines, and other animals.

I also understand that riding, driving, handling, working with, or even being near an equine can expose me to numerous hazards, which could include, for example, those dangers or conditions that are an integral part of engaging in a farm animal activity, including any of the following: **a.** The possibility of a farm animal behaving in ways that may result in injury, harm, or death to persons on or around them. **b.** The unpredictability of a farm animal's reaction to such things as sounds, sudden movement, unfamiliar objects, persons, or other animals. **c.** The risk of contracting an illness due to coming into physical contact with animals, animal feed, animal waste, or surfaces that have been in contact with animal waste. ***I understand these risks and dangers that are inherent in equine-related activities, and I agree to assume all of***

them. I also understand that these are just some of the risks, and I agree to assume others that are not mentioned in this Agreement. I am NOT relying on Stable to list all possible equine-related risks in this Agreement or any time, now or in the future.

INITIAL HERE: _____ **3. WAIVER AND LIABILITY RELEASE:** As consideration for being allowed to engage in any or all of The Activities, now and in the future and at any location, I (on behalf of myself and my spouse, parents, heirs, representatives, assigns, minor child/ren or legal wards, and family members) agree to each of the following: (a) Stable and his/her/its/their respective officers, directors, members, managers, employees, agents, heirs, family members, assigns, representatives, affiliated persons, and others acting on their behalf (hereafter referred to collectively as "The Released Parties") shall not be liable for any losses, injuries, or damages that I may sustain as a result of engaging in any of The Activities at any time or at any location; and (b) I fully and forever release, waive, and discharge all claims, demands, damages, legal actions, causes of action, or rights of action (present or future) against The Released Parties whether the claims are known, unknown, anticipated or unanticipated, and whether caused by their ordinary negligence, a violation of a state Equine Activity Liability Act, or other legal liability resulting from or arising out of my/our engaging in The Activities at any time and at any location. I also covenant not to sue The Released Parties. The term "damages" in this Agreement means, for example, medical expenses any and all claims or losses because of bodily injuries, mental/emotional injuries, or property damages, death, expenses, and/or personal property damages. This Agreement is intended to apply and be binding regardless of whether I/we am/are riding, driving, handling, or near equines. (In accordance with North Carolina law, we are not releasing The Released Parties from loss, injury, or damage directly caused by gross negligence or willful or wanton misconduct on part of The Released Parties.)

WARNING

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.

INITIAL HERE: _____ **Statement of Intention.** I understand that by signing this Agreement, I am giving up certain rights, including the right to bring a claim or suit arising from negligence or liability on part of **The Released Parties** and of others who are associated with any of them, now and in the future, arising from any aspect of my attendance at and/or participation in **The Activities**.

INITIAL HERE: _____ **4. INDEMNIFICATION.** To the fullest extent permitted by law, I also agree to indemnify and hold harmless **The Released Parties** against any and all claims, demands, actions, liabilities, losses, or suits that are brought against **The Released Parties** (or either of them) which are in any way connected with my participation in any of **the Activities** at any time and at any location, including claims that allege acts or omissions of **The Released Parties** that are negligent or in violation of a state Equine Activity Liability Act. This indemnification shall also include reimbursement of reasonable attorney fees incurred by **The Released Parties**.

5. ASTM/SEI Helmet/Headgear. I understand that I should purchase and wear properly fitted and secured ASTM-standard/SEI-certified protective headgear that is designed for use when riding, driving, handling, or near equines. I am NOT relying on **Stable** to provide a helmet, to check a helmet or strap I may wear, or to monitor my compliance with this suggestion at any time. **If I choose to wear a helmet/headgear, if I choose not to, and the type of helmet/headgear I may wear are my decisions.**

6. Emergencies. Person(s) to Contact in Case of Emergency: Name: _____

Phone: _____ Relationship: _____

7. North Carolina law applies to this Agreement, and I agree that this Agreement shall be enforced to the greatest extent permitted by law. If any clause conflicts with applicable law, only that clause will be null and void but the remainder shall stay in full force and effect. This Agreement can only be modified in writing and signed by me and Patti Barnes (on behalf of **Stable**). I agree to pay any attorney fees and costs for **The Released Parties** (or either of them) to enforce this Agreement, and I agree to indemnify and hold harmless **The Released Parties** for such fees and costs.

8. ALSO, I REPRESENT (please check and initial each box below):

_____ I AM AT OR OVER 18 YEARS OF AGE;

_____ I AM OF SOUND MIND AND AM NOT SUFFERING FROM SHOCK OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS THAT AFFECT MY ABILITY TO READ AND UNDERSTAND THIS AGREEMENT ;

_____ I HAVE READ THIS ENTIRE AGREEMENT (ALL THREE PAGES), AND I FULLY UNDERSTAND IT;

_____ I AM NOT RELYING ON ANY ORAL OR WRITTEN REPRESENTATION OR STATEMENT MADE BY STABLE REGARDING THIS AGREEMENT, OR ITS TERMS, OTHER THAN WHAT IS SET FORTH IN THIS AGREEMENT;

_____ I HAVE BEEN GIVEN RECEIVED THE OPPORTUNITY TO ASK STABLE QUESTIONS ABOUT THIS AGREEMENT BEFORE SIGNING IT;

_____ I INTEND FOR THIS AGREEMENT TO BE VALID AND BINDING TODAY AND AT ALL TIMES IN THE FUTURE;

_____ BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT IF ANYONE IS HURT OR PROPERTY DAMAGED BY PARTICIPATION OF MYSELF AND/OR MY MINOR CHILD/REN IN ANY OF THE ACTIVITIES, I MAY BE FOUND BY A COURT OF LAW TO HAVE WAIVED MY RIGHT TO BRING A LAWSUIT AGAINST ANY OR ALL OF THE RELEASED PARTIES; AND

_____ ALL OF THE INFORMATION THAT I HAVE PROVIDED IS TRUE AND ACCURATE.

SIGNATURE: _____

PRINT NAME HERE: _____ DATE : _____

SIGNATURE OF OTHER CONTRACTING PARTY (Spouse/ Other Parent): _____

PRINT NAME HERE: _____ DATE : _____

ACCEPTED BY: "STABLE" REPRESENTATIVE

SIGNATURE: _____ DATE: _____