

## **RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

IN CONSIDERATION for being permitted to engage in "Equine Activities" as defined by NC General Statutes Chapter 99E et seq. and/or to engage in camping activities, (hereinafter "Permitted Activities") or otherwise be present on the premises and property hereby known as 4215 Honalee Stables Drive – SE, Bolivia, NC 28411; owned by Carter Hewett. (hereinafter "The Premises") THE UNDERSIGNED, for himself/herself, his/her personal representatives, heirs, and next of kin:

1.       HEREBY ACKNOWLEDGES that a horse, mule, or other animal, may without warning or any apparent cause buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spooks, jump obstacles, step on a person's feet, push or shove a person, saddles, or bridles may loosen or break, all of which may cause the rider to fall or be jolted resulting in serious injury or death.
2.       HEREBY ACKNOWLEDGES that equine activities, including but not limited to riding horses, is an inherently dangerous activity and involves risks that may cause serious injury and/or death, because of the unpredictable nature and irrational behavior of horse regardless of their training and past performance.
3.       HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Honalee Stables and/or Carter Hewett, for the purposes herein referred to as "Releasee", FROM ALL LIABILITY TO THE UNDERSIGNED, his/her personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO Permitted Activities on the Premises, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEE OR OTHERWISE.
4.       HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasee and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of or related to the Permitted Activities on The Premises WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEE OR OTHERWISE.
5.       HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the Permitted Activities on The Premises, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEE OR OTHERWISE.
6.       HEREBY acknowledges that the Permitted Activities on the Premises are VERY DANGEROUS ACTIVITIES and involve the risk of serious injury and/or death and/or property damage. The undersigned also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEE.
7.       HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasee, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the State or Province in which the Permitted Activities on The Premises, is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
8.       HEREBY agrees never to bring suit or any legal action against the Releasee with regard to any consequence which occurs as a result of the Permitted Activities on The Premises.

9. HEREBY agrees to abide by all federal, state and local regulations pertaining to the Permitted Activities on The Premises.
10. HEREBY certify that I have adequate insurance to cover an injury or property damage I may cause or suffer while engaged in the Permitted Activities on The Premises or in the alternative, I agree to bear the cost of such injury or damage personally. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
11. I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT. FULLY UNDERSTAND IT TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

IN THE EVENT THAT A PARTICIPANT IN THE PERMITTED ACTIVITIES ON THE PREMISES IS A MINOR, MINOR BEING DEFINED AS AN INDIVIDUAL UNDER THE AGE OF EIGHTEEN (18) YEARS OF AGE, THE FOLLOWING MUST ALSO BE SIGNED AND INITIALED BY THE MINOR CHILD'S PARENT OR LEGAL GUARDIAN:

12. The undersigned parents or legal guardians for the minor child known as \_\_\_\_\_, agrees to indemnify and hold harmless the Releasee, FROM ALL LIABILITY TO THE UNDERSIGNED, his/her personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE MINOR CHILD OR PROPERTY OR RESULTING IN DEATH OF THE MINOR CHILD ARISING OUT OF OR RELATED TO the minor child's participation and or engagement in The Permitted Activities on The Premises, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEE OR OTHERWISE.
13. The undersigned parent or legal guardian have read the foregoing **RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT** and voluntarily sign the same on behalf of our minor child \_\_\_\_\_.

\_\_\_\_\_  
Print Name

Date: \_\_\_\_\_

\_\_\_\_\_  
Sign Name