

WAIVER, RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT

Read Carefully Before Signing

I agree to the following agreement with Morgan Dillard Harris/Carolina Horsemanship, Inc. (referred to in this document as "Clinician") as a condition for its allowing me, and persons identified below, to attend and/or participate in one or more clinics or instructional activities with Clinician, be near horses or ponies, handle horses or ponies, ride horses or ponies, receive instructional guidance (directly or indirectly) in riding, working with, or handling of horses or ponies at any time and any location under the direct or indirect supervision of Clinician; and/or use of equipment (including, but not limited to halters, lead ropes, headstalls, mecate reins, bits and training sticks, or other equipment) on or near horses or ponies before, during or after the clinic or instructional activity. (All of these activities, individually and collectively, will hereafter be referred to in this document as "The Activities") This Agreement shall be interpreted and enforced under the provisions of North Carolina General Statute 99E.

NAME OF CONTRACTING PARTY:

(Print)

MAILING ADDRESS:

HOME PHONE: _____

CELL PHONE: _____

I also make this agreement on behalf of the following who is/are my child/ren or legal ward(s):

1. _____; Age _____ DOB; _____
2. _____; Age _____ DOB; _____

All parts of this agreement shall apply to me, and the children/legal wards listed above. (We will collectively call ourselves "I", "me" or "my" throughout this agreement)

IT IS HEREBY AGREED AS FOLLOWS:

1. I have requested to engage in any or all of The Activities at any time and at any location.
2. *Consideration/Binding Effect.* I am signing this Waiver, Release of Liability, and Indemnity Agreement in consideration for being allowed to engage in any or all of The Activities. This Waiver, Release of Liability, and Indemnity Agreement is intended to be valid and binding at all times, now and in the future, when Clinician or its staff permit me (directly or indirectly) to engage in any or all of The Activities at any Location.
3. *Inherent Risks of Equine Activities.* I understand that anyone riding, handling, or even near a horse or pony (these animals will hereafter be referred to as "equines") 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 danger by trotting or galloping. Equines are also known to kick, buck, rear up, spin around, strike or bite. I know that equines can do any of these things without warning. I also understand that all equines, even if they have no history of inflicting injury, are powerful and have the potential to be dangerous to people and animals that are on, near or around them.

Brief Summary of North Carolina Statement of Inherent Risks:

This North Carolina statute provides that an equine activity sponsor or any other person engaged in an equine activity shall not be liable for an injury to or the death of a participant resulting from the inherent risks of equine activities and no participant shall maintain an action against an equine operator. Statutory definitions are provided, including "participant," "inherent risk," and who is considered an "equine sponsor" or "equine professional"

(1) "Engage in an equine activity" means participate in an equine activity, assist a participant in an equine activity, or assist an equine activity sponsor or equine professional.

(2) "Equine" means a horse, pony, mule, donkey, or hinny.

(3) "Equine activity" means any activity involving an equine.

(4) "Equine activity sponsor" means an individual, group, club, partnership, or corporation, whether the sponsor is operating for profit or nonprofit, which sponsors, organizes, or provides the facilities for an equine activity. The term includes operators and promoters of equine facilities.

(5) "Equine professional" means a person engaged for compensation in any one or more of the following:

a. Instructing a participant.

b. Renting an equine to a participant for the purpose of riding, driving, or being a passenger upon the equine.

c. Renting equipment or tack to a participant.

d. Examining or administering medical treatment to an equine.

e. Hoof trimming or placing or replacing horseshoes on an equine.

(6) *"Inherent risks of equine activities" means those dangers or conditions that are an integral part of engaging in an equine activity, including any of the following:*

a. The possibility of an equine behaving in ways that may result in injury, harm, or death to persons on or around them.

b. The unpredictability of an equine's reaction to such things as sounds, sudden movement, unfamiliar objects, persons, or other animals.

(7) *"Participant" means any person, whether amateur or professional, who engages in an equine activity, whether or not a fee is paid to participate in the equine activity.*

I UNDERSTAND THESE INHERENT RISKS AND DANGERS, AND I AGREE TO ASSUME EACH AND EVERY ONE OF THEM AND TO HOLD CLINICIAN HARMLESS FROM THE CONSEQUENCES OF EACH OF THEM. I ALSO UNDERSTAND THAT THESE ARE JUST SOME OF THE RISKS, AND I AGREE TO ASSUME OTHER RISKS THAT ARE NOT MENTIONED ABOVE. I AM NOT RELYING ON CLINICIAN TO LIST ALL POSSIBLE EQUINE RELATED RISKS FOR ME IN THIS DOCUMENT OR AT ANY TIME, NOW OR IN THE FUTURE.

4. **WAIVER AND LIABILITY RELEASE** As consideration for Clinician allowing me to engage in any or all of The Activities, now or in the future, and with full knowledge and appreciation of inherent risks of equine activities, I freely and voluntarily agree to assume the risks involved in any of The Activities. I agree to assume full responsibility for any and all bodily injuries or damages which I may sustain at any time when engaging in The Activities or while participating (directly or indirectly) in the clinic or instruction with Clinician. The term “damages” means, for example, medical expenses, losses incurred because of bodily injuries or property damages, and/or personal property damages. I, for myself and for my heirs, administrators, personal representatives or assigns, release, discharge, and agree not to sue Morgan Dillard Harris/Carolina Horsemanship, Inc. and her employees, agents, apprentices, representatives, assigns and others acting on her behalf, of an from all claims, demands, actions, or causes of action (whether they occur now or in the future, and whether they are known or unknown), resulting from their ordinary negligence by any of these persons or entities or a violation by any of them of any provision of a North Carolina equine activity liability by law (except if the injury, loss, or damage was directly caused by Clinician’s gross negligence, reckless misconduct or willful and wanton disregard for my safety).

It is my intention to release and hold harmless Morgan Dillard Harris/Carolina Horsemanship, Inc. her employees, agents, assistants, representatives, assigns, and other acting on her behalf, to the fullest extent allowed under law.

5. **INDEMNIFICATION** I also agree to indemnify and hold harmless Morgan Dillard Harris/Carolina Horsemanship, Inc. and her employees, agents, apprentices, representatives, assigns and others acting on her behalf against all liability, claim, loss, action or expenses which are sustained, suffered, or incurred by any third person(s) that I may cause (directly or indirectly) while engaging in any or all of The Activities at any time and at any location in connection with my attendance or participation in the clinic or instructional activity with the Clinician. [“Third Person(s) are any and all people who are not parties to this agreement and includes, but is not limited to, my relatives, guests, other clinician participants, spectators or visitors, etc.] The indemnification shall include reimbursement of Clinician’s reasonable attorney’s fees.

6. **ASTM/SEI HEADGEAR** I agree to be fully responsible for my own safety at all times while engaging in any or all of The Activities at any time and at any location in connection with my attendance or participation in the clinic or instructional activity with the Clinician. Clinician has advised me that, for my own protection, I should purchase and wear properly fitted and secured ASTM-Standard/SEI-certified protective headgear (helmet and strap) that is designed for use when riding or near equines. **I am NOT relying on Clinician to provide a certified equestrian helmet or headgear for me, to check any helmet or helmet strap that I may wear, or to monitor my compliance with this suggestion at any time – now or in the future. If I choose to wear an ASTM-Standard/SEI-certified helmet and headgear, or if I choose not to, this is my decision alone.**

7. **EMERGENCIES** Person(s) to contact in case of an emergency:

Name: _____

Phone Number _____

Relationship _____

8. This is to acknowledge that the Clinician is not and has not furnished equipment, tack or the equine to be used in the described activity, pursuant to North Carolina General Statute 99E-2(b)(1)(2).

9. **THIS WAIVER, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT** is governed by North Carolina law and is intended to be as broad and inclusive as North Carolina law permits. Should any clause in this document conflict with North Carolina law, only that clause shall be null and void and the remainder of this document shall stay in full force and effect at all times, now and in the future. This Waiver,

Release of Liability and Indemnity Agreement can only be modified by a written agreement that is signed by me **and** Morgan Dillard Harris. If I breach this Agreement, I agree to pay the attorney fees and court costs related to such breach incurred by Clinic ian and/or persons directly affiliated by Clinician. It is also agreed that any disputes arising under this document, or any activities that are undertaken pursuant to it, shall be litigated in a court of proper jurisdiction located in or nearest to _____ County, North Carolina where clinician resides and transacts business, and I agree that this is a convenient location.

- **I AM OF SOUND MIND, AND NOT SUFFERING FROM SHOCK OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS OR INTOXICANTS**
- **I HAVE READ THIS ENTIRE WAIVER, RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT (all four pages) AND I FULLY UNDERSTAND IT**
- **I INTEND FOR THIS WAIVER, RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT TO BE VALID AND BINDING TODAY AND AT ALL TIMES IN THE FUTURE**

SIGNATURE OF CONTRACTING PARTY

_____ Date _____

PRINTED NAME OF CONTRACTING PARTY

_____ Date _____

SIGNATURE OF CLINICIAN

_____ Date _____

Morgan Dillard Harris