

# Release Form

WARNING
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Under North Carolina law, an equine activity sponsor or equine professional is not liable for an injury or to 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.
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1. I, \_\_\_\_\_, the undersigned have read and understand, and freely and voluntarily enter into this Release and Hold Harmless Agreement with Lisa Abernathy, her agents and employees, and her farm, Abernathy Farm, understanding that this Release and Hold Harmless Agreement is a waiver of any and all liability(ies).

2. I have read and fully understand the “WARNING” posted above.

3. I understand the potential dangers that I could incur in mounting, riding, walking, boarding, feeding said horse; including, but not limited to, any interactions with other horses. Understanding those risks I hereby release Lisa Abernathy, Abernathy Farm, employees and anyone else directly or indirectly connected with Abernathy farm from any liability whatsoever in the event of injury or damage of any nature (or perhaps even death) to me or anyone else caused by or incidental to my electing to mount and ride a horse owned or operated by Lisa Abernathy and/or her agents and employees. I have read and been given a copy of the EQUINE ACTIVITY LIABILITY ACT, Chapter 99e of the North Carolina General Statutes.

4. I understand and recognize and warrant that this Release and Hold Harmless Agreement, is being voluntarily and intentionally signed and agreed to, and that in signing this Release and Hold Harmless Agreement I know and understand that this Release and Hold Harmless Agreement may further limit the liability of equine professionals beyond that statutorily provided by the above referenced EALA; to include any activity, whatsoever, involving an equine, including death, personal injury and/or damage to property.

5. I recognize and agree that I know which equine professional(s) I will be working with, and acknowledge that I agree said equine professional(s) has/have made reasonable and prudent efforts to determine my ability to engage in the equine activity, and has/have sufficient knowledge of my equine and horseback riding skills as to **relieve, release and hold harmless said equine professional(s) from any continuing duty to monitor my equine activities.**

6. I further voluntarily agree and warrant to Release and Hold Harmless this (these) equine professional(s) **from any liability whatsoever, including, but not limited to, any incident caused by or related to said equine professional’s (s’) negligence, relating to injuries known, unknown, or otherwise not herein disclosed;** including, but not limited to, injuries, death or property damage from: mounting; riding; dismounting; walking; grooming; feeding; use of horse barn, paddock, trails or horse ring, in any capacity; falling off horse whether horse is bucking, flipping, spooked; or my failure to understand any equine professional’s directions relating to my riding or otherwise use and control, or lack thereof, of my horse or the horse I have been assigned to.

7. I also freely and voluntarily enter into the following Mediation and Arbitration Agreement concerning any equine activity incidents relating to or allegedly involving Lisa or Leonard Abernathy and/or their agents and employees.

**Mediation with Arbitration if Necessary:**

The parties shall endeavor to resolve any dispute arising out of or relating to this AGREEMENT by mediation under the then current *Mediation Rules and Procedures of the Equine Dispute Resolution Service (EDRS)*. *The parties agree to select a Mediator from the EDRS Panel of Mediators*. Any controversy or claim relating to this contract or breach, termination or validity thereof, which remains unresolved for 45 days after the appointment of the EDRS Mediator, shall be settled by arbitration by an EDRS appointed Arbitrator in accordance with the then current *EDRS Arbitration Rules and Procedures*, and judgment upon the award rendered by the *EDRS Arbitrator may be entered by any court having jurisdiction thereof*.

NOTICE: Wearing an ASTM/SEI approved hard hat is **REQUIRED** for anyone under the age of 18 while riding or driving.

Person voluntarily entering into this Release and Hold Harmless Agreement, if minor, person representing himself/herself to the lawful Guardian under this Release and Hold Harmless Agreement:

Signature/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name of Minor (if applicable): \_\_\_\_\_

Email: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell: \_\_\_\_\_