

EQUINE LIABILITY RELEASE FORM 2021 for Adults

STATE OF NORTH CAROLINA
COUNTY OF POLK

Seven Chimneys, LLC, Adams Investments, LLC, Mary P. Adams, The Sanctuary at Red Bell Run, Columbus NC

This is a release form for both mounted (riding) and unmounted (e.g., grooming, tack, groundwork) participation in equine activities at the Red Bell Run facilities. We require a participant signature and a guardian’s signature if the participant is under the age of 18.

PARTICIPATION WILL NOT BE ALLOWED IN ANY ASPECT OF OUR EQUINE PROGRAM WITHOUT A SIGNED RELEASE FORM.

WARNING, RELEASE, ASSUMPTION OF THE RISK AND WAIVER OF LIABILITY FOR EQUINE ACTIVITIES – MOUNTED OR UNMOUNTED

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.

In consideration of Seven Chimneys, LLC, Adams Investments, LLC and The Sanctuary at Red Bell Run, and its partners, agents, employees and trained volunteers, allowing my participation in this activity, under the terms set forth herein, I

(collectively “rider/participant”), acknowledge and agree to the following terms and conditions:

1. Inherent Risks and Assumption of Risk. The undersigned acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on that may result in an injury, harm or death to persons on or around them; the unpredictability of equine’s reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; limited availability of emergency medical care; the manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant’s ability.
2. The rider/participant acknowledges that horses, by their very nature are unpredictable and subject to animal whim. Rider or Participant assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising there from. Rider or Participant further acknowledges that the behavior of any animal is contingent to some extent upon the ability of Rider or Participant, which cannot always be evaluated by Instructor. Rider or Participant assumes all risks therefore and warrants a full and fair disclosure of Rider’s or Participant’s abilities has been made to Instructor.

Initials:

3. That upon mounting a horse and taking up the reins, or haltering and leading an equine the RIDER or Participant is in primary control of the horse. The Rider or Participant's safety largely depends upon his or her ability to carry out simple instructions, and his or her ability to remain balanced aboard the moving animal or walking alongside the moving animal. The Rider/participant agrees that they shall be responsible for his or her own safety.

4. Rider/participant further voluntarily agrees and warrants to release and hold harmless Seven Chimneys, LLC, Adams Investments, LLC, Mary P Adams or Red Bell Run Sanctuary 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 Rider's /Participant's failure to understand any of Seven Chimneys, LL, Adams Investments, LLC, or Red Bell Run Sanctuary's directions relating to riding or otherwise use and control or lack thereof, of the horse. If at any time during a lesson I become fearful to the point I wish to dismount or cease handling the equine, I will so advise my instructor.

5. Rider/participant acknowledges and agrees to follow all rules set forth by and its Seven Chimneys, LLC, Adams Investments, LLC, or Red Bell Run Sanctuary's instructors, including the requirement that a Rider wear a helmet at all times as required by. Seven Chimneys, LLC, Adams Investments, LLC, or Red Bell Run Sanctuary.

6. That should medical treatment be required, Rider/participant or Rider's participant's medical insurance company shall pay for all such expenses, and that under no circumstance shall, Seven Chimneys, LLC, Adams Investments, LLC, or Red Bell Run Sanctuary's insurance Seven Chimneys, LLC, Adams Investments, LLC, or Red Bell Run Sanctuary insurance company, be required or obligated to pay for such expense.

7. That this release and waiver is meant to and shall apply to any and all claims, causes of actions, demands or sums of money that I may have or be entitled to from any of the Released Parties as a consequence of any type of damage (whether personal or property), loss, death or injury I, my spouse (if any), my children, or my heirs, representatives or anyone claiming by or through me has or may in the future have as a consequence of any and all of participant's activities that in any way involve the Released Parties, and regardless of whether the claim, cause of action or demand is grounded in negligence, tort, contract or any other legal bases for recovery other than intentional conduct specifically intended to injure the participant.

8. That if is Seven Chimneys, LLC, Adams Investments, LLC or Red Bell Run Sanctuary's forced to defend any action brought by Rider/participant or on Rider's /participant's behalf, that Rider/participant, or any of Rider's /participant's representatives or successors in interest, will pay the fees and costs associated with Seven Chimneys, LLC, Adams Investments, LLC or Red Bell Run Sanctuary's successful defense.

9. I agree that my signature where indicated, is my acknowledgment of the contents of this Agreement and is my legally binding agreement to and acceptance of this Agreement. I understand the risks associated with horseback riding, and agree that the benefits received through my participation are valuable and outweigh the associated risks.

Initials:

10. I have carefully read this entire Agreement and fully understand and agree to be bound by its contents. I am aware that by signing the Agreement I am giving up important legal rights, even rights beyond those statutorily provided for in the Equine Activity Liability Act, and it is my intention to do so freely and without coercion or duress of any type.

NATURE OF EQUINES

No equine or horse is completely safe. Equines are 5 to 15 times larger, 20-40 times more powerful and 3-4 times faster than a human. If a rider falls from horse to the ground it will generally be at a distance of 3.5-5.5 feet and the impact may result in injury to the rider. When working with and around horses and when horseback riding a much smaller, weaker predator animal (human) tries to impose its' will on another much larger, stronger prey animal with a mind of its own (horse) and each has a limited understanding of the other. If the horse is frightened or provoked it may divert from its training and act accordingly to its natural survival instincts which may include, but are not limited to: Stopping short, changing direction or speed at will, shifting its weight, bucking, rearing, running from danger, striking, kicking or biting.

Date Signed: _____

Signature of Rider/Participant

Print Name: _____

Phone: _____

Email: _____

<p>Emergency Contact Information:</p> <p>Name: _____</p> <p>Relationship to you: _____</p> <p>Mobile: _____</p>
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FOR OFFICE USE ONLY:

Signature of Seven Chimneys LLC, Adams Investments, Red Bell Run Representative

Date _____