



# Freedom Reins Equestrian Center, LLC

## Release Form

### Warning

**UNDER NORTH CAROLINA LAW, AN EQUINE ACTIVITY SPONSER 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.**

Witness this release dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Freedom Reins Equestrian Center, LLC. And \_\_\_\_\_, hereinafter referred to as participant. For consideration on received and in return for the use today and on all future dates of the property, facilities, and services of Freedom Reins Equestrian Center, LLC, participant, participant’s heirs, assigns, and representatives, hereby agree as follows:

1. Inherent Risk and Assumption of Risk. The undersigned acknowledges there are inherent risks associated with the equine activities such as described below, and hereby expressly assume 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 an 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; the limited availability of emergency medical care, potential of a participant to act in a negligent manner that may contribute to the injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant’s ability.

Participant acknowledges that horses, by their very nature, are unpredictable and subject to animals’ whim. Participant assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising there from. Participant agrees to abide by and follow Freedom Reins Equestrian Center, LLC’s rules and regulations which shall be posted and/or available from time to time. Participant further acknowledges that the behavior of any animal is contingent to some extent upon the ability of the Participant. Participant assumes all risks therefor and fair disclosure of Participant’s abilities has been made to Freedom Reins Equestrian Center, LLC.

Participant expressly release Freedom Reins Equestrian Center, LLC from any and all claims for personal injury or property damage, even if caused by negligence (if allowed by the laws of the state) by Freedom Reins Equestrian Center, LLC or its representatives, agents, or employees.

2. Participant agrees to hold harmless, indemnify, and defend Freedom Reins Equestrian Center, LLC against the hold harmless form, any and all claims, demands, cause of action, damages, judgements, orders, cost or expenses, including attorney’s fees, whether actually incurred or not, which may in any way arise from or be in anyway connected with Participant’s use of or presence upon the property of Freedom Reins Equestrian Center, LLC and the facilities located thereon.
3. In the event Participant is using Participant’s own horse, or a horse not owned by Freedom Reins Equestrian Center, LLC, Participant warrants said horse(s) shall be free from infection, contagious, or transmittable diseases. Freedom Reins Equestrian Center, LLC reserves the right to refuse access or use of any horse upon the premises that does not appear to Freedom Reins Equestrian Center, LLC to be in good health, or deemed dangerous or undesirable.
4. Participant agrees to waive the protection of any applicable statutes in this jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extent to claims, material exist at the time of executing and release

\_\_\_\_\_  
Owner/Trainer

\_\_\_\_\_  
Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent/Guardian (if participant is under 18)