

**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.**

**Liability Release and Express Assumption of Risk**

**This is a Release of Your Rights to Sue**

This release may be used against you in a court of law if you sue any released party or person. (Please read carefully, fill in all blanks, and initial each paragraph before signing).

I, (print name) \_\_\_\_\_, hereby affirm that I am informed of the inherent hazards of horseback riding, driving, and other horse-related activities.

I understand and agree that neither, Double "D" Equestrian Center, LLC, Daniels and Daniels Farms, Inc., Nelms Farms, Ronald Perry Farm, Tom and Beverly Page, Amy Dement Lowe, Walter and Madelyn Batts, nor any of their respective employees, officers, agents, or assigns (hereinafter referred to as "Released Parties") may be held liable or responsible in any way for any injury, death, or other damages, to me or my family or my property, heirs, or assigns that may occur as a result of my participation in this horse-related activity or as a result of the negligence of any party, including the Released Parties, whether active or passive.

**Check or initial the following:**

\_\_\_\_\_ In consideration of being allowed to participate in this activity, I hereby personally assume all risks in connection with said activity, for any harm, injury, or damage that may befall me or my property while so engaged, including all risks connected therewith, whether foreseen or unforeseen.

\_\_\_\_\_ I further save and hold harmless said activity and Released Parties from any claim or lawsuit by me, my family, estate, heirs, or assigns, arising out of my participation in this activity, including both claims arising during the activity and/or afterwards.

\_\_\_\_\_ I also understand that horse-related activities may be physically strenuous and that I may be exerting myself during this activity. I further understand that horses may behave in unpredictable and potentially dangerous ways. I expressly assume the risk of injuries resultant from my participation in these activities and I will not hold the above listed individuals or companies responsible for the same.

\_\_\_\_\_ I further state that I am of lawful age and legally competent to sign this liability release, or, that I have acquired the written consent of my parent or guardian.

\_\_\_\_\_ I understand that the terms of this release are contractual and not a mere recital, and that I have signed this document on my own free act.

IT IS THE INTENTION OF (print name) \_\_\_\_\_ BY THIS INSTRUMENT TO EXEMPT AND RELEASE DOUBLE "D" EQUESTRIAN CENTER, LLC., AS WELL AS DANIELS AND DANIELS FARMS, INC., NELMS FARM, AMY D. LOWE, RONALD PERRY FARM, TOM & BEVERLY PAGE, WALTER BATTTS FAMILY AND RELATED ENTITIES AS DEFINED ABOVE, FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH, HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE. I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.

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

Signature of Parent or guardian of applicant: \_\_\_\_\_ Date: \_\_\_\_\_