

Perseverance Farm, LLC
320 Gynnis Creek Drive
Moncure, NC
(919) 799-0148

**Equine Activity Liability Release, Waiver of Right to Sue
And Assumption of all Risks**

WITNESS THIS AGREEMENT this _____ day of _____, 20_____, by
and between Perseverance Farm, hereinafter referred to as MANAGER and
_____, hereinafter referred to as RIDER, and if Rider is a minor, Rider's
parent or guardian _____. In consideration received and in return for the use, today
and on all future dates of the property, facilities, and services of Manager, Manager's instructors,
employees, agents, and land owners; Rider, Rider's heirs, assigns and representatives, hereby agree as
follows:

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; the limited availability of emergency medical care; and the potential of a participant to act in a negligent 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.

Rider acknowledges that horses, by their very nature are unpredictable and subject to animal whim, which may include behavior including but not limited to their propensity to kick, bite, shy, buck, stumble, bolt, rear or general unpredictability. Rider assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising there from. Rider agrees to abide by and follow Manager's rules and regulations which shall be posted and/or available from time to time. Rider further acknowledges that the behavior of any animal is contingent to some extent upon the ability of the Rider. Rider assumes all risks therefore and warrants a full and fair disclosure of Rider's abilities has been made to Manager.

Rider expressly releases Manager from any and all claims for personal injury or property damage, even if caused by negligence (if allowed by the laws of this State) by Manager or its representatives, agents, land owners or employees.

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 or equine activities. Chapter 99E of the North Carolina General Statutes.

2. RIDER (OR RIDER'S PARENT OR GUARDIAN) AGREES TO HOLD HARMLESS, INDEMNIFY AND DEFEND MANAGER, MANAGER'S INSTRUCTORS, EMPLOYEES, LAND OWNERS AND AGENTS AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, JUDGMENTS, ORDERS, COSTS OR EXPENSES, INCLUDING ATTORNEY'S FEES, WHICH MAY IN ANY WAY ARISE FROM OR BE IN ANY WAY CONNECTED WITH RIDER'S USE OF OR PRESENCE UPON THE PROPERTY OF MANAGER AND FACILITIES LOCATED THEREON. In the event rider is a minor, the parent or guardian shall further indemnify, defend and hold Manager harmless from any

such claims by said minor child, regardless of any stature of limitations or contractual limitation of actions.

3. In the event Rider is using Rider's own horse, or a horse(s) not owned by Manager, Rider warrants said horse(s) shall be free from infection, contagious or transmittable diseases. Manager reserves the right to refuse access or use of any horse upon the premises that does not appear to Manager to be in good health, or is deemed dangerous or undesirable.
4. Rider 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 extend to claims, material, or otherwise, which the person giving the release does not know or suspect to exist at the time of executing said release.

MANAGER Signature

Print Rider or Riders names

RIDER Signature

PARENT or GUARDIAN Signature if Rider is a Minor

Address:

City: _____ State: _____ Zip: _____

Phone: _____

Emergency# _____

Email:
