

Liability Release, Express Assumption of Risk and Release of Right to Sue

This release may be used against you in a court of law if you sue any released party or person in this agreement. Please read carefully, fill in the blanks and initial each paragraph before signing. If you do not understand any part of this agreement please consult a legal professional prior to signing, this is a legally binding and enforceable contract.

I, _____, hereby affirm that I am aware of the inherent risks of equine activities, including but not limited to horseback riding, sidewalking, horse leading, grooming, equine activities and therapies. I understand and agree that I, my heirs and my assigns may not hold Macon TRACS, Inc., Macon County Fairgrounds Association, Macon County, Macon County Board of Education, owners of properties and equines used in equine activities, and all their associated Directors, Board Members, Commissioners, employees and volunteers, liable or responsible in any way for injury, death or damages to me, my family, my property, my heirs or assigns that may occur as a result of engaging in an equine activity or as a result of the negligence of any party, whether active or passive.

Initial the following paragraphs as your acknowledgment and agreement to each,

_____ In consideration of being allowed to participate in this equine 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 save and hold harmless said activity and Macon TRACS, Inc., Macon County Fairgrounds Association, Macon County, Macon County Board of Education, owners of properties and equines used in equine activities, and all their associated Directors, Board Members, Commissioners, employees and volunteers, from any claim or lawsuit by me, my family, estate, heirs, assigns or my guests, spectators or friends accompany me to the facility and lessons, arising out of my participation in this equine activity, including claims arising during activities and/or afterwards.

_____ I understand that equine activities may be physically strenuous and that I may exert myself during this activity.

_____ I understand the inherent risks of equine activities (or those dangers or conditions that are an integral part of engaging in equine activities) include but are not limited to, (a) the possibility of the equine to behave in ways that may result in injury, harm, or death to persons on or around them, and (b) the unpredictability of an equine's reaction to such things as sounds, sudden movement, unfamiliar objects, persons or other animals.

_____ I understand that an equine may behave in unpredictable and potentially dangerous ways.

_____ I have honestly and accurately expressed my equine ability so that my ability to engage safely in this equine activity or to safely manage the particular equine can be assessed.

_____ I expressly assume all risks of injuries resultant from my participation in these activities, and will not hold Macon TRACS, Macon County Fairgrounds Association, Macon County, Macon County Board of Education, owners of properties and equines used in equine activities, and all their associated Directors, Board Members, Commissioners, employees and volunteers, responsible in any way.

_____ I further state that I am of lawful age and am legally competent to sign this liability release.

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

_____ I understand that this Liability release, Expressed Assumption of Risk and Release of right to Sue will be kept on file and is binding for one year from the date entered into or the end of the calendar year, which even comes first.

_____ I am signing this Liability Release on behalf of myself and my Child and/or Ward _____.

North Carolina Equine Liability Law
WARNING

Under North Carolina law an equine activity sponsor or equine professional is not liable for an injury to or death of a participant in equine activities resulting exclusively from the inherent risks equine activities. Chapter 99E of the North Carolina Statutes.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE, EXPRESS ASSUMPTION OF RISK AND RELEASE OF RIGHT TO SUE BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.

This Liability Release, Expressed Assumption of Risk and Release of Right to Sue shall be in full force and effect from the date of signing through the calendar year. The participant must sign a new Liability Release, Expressed Assumption of Risk and Release of Right to Sue at the beginning of each calendar year.

In your own handwriting, write the following line below: "I have read and understand the above agreement"

Signature of Adult Participant or Parent/Guardian of Underage Participant (If Guardian, Proof of Guardianship is required.)	Date
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Name and age of underage Participant

****A FAXED OR ELECTRONIC COPY OF THIS DOCUMENT WILL SERVE AS AN ORIGINAL****