

RELEASE OF LIABILITY

THIS RELEASE OF LIABILITY IS MADE AND ENTERED INTO ON THIS _____ DAY OF _____, 2009 BY AND BETWEEN FARRINGTON WOODS FARM INC (FARM) AND _____ (RIDER) , AND IF RIDER IS A MINOR, RIDER’S PARENT(S) OR GUARDIAN(S).

WHEREAS THE FARM IS ENGAGED IN THE BUSINESS OF PROVIDING CERTAIN EQUINE ACTIVITIES INCLUDING BUT NOT LIMITED TO RIDING LESSONS, BOARDING, AND TRAINING (ACTIVITIES) AND

WHEREAS RIDER WISHES TO PARTICIPATE IN SUCH ACTIVITIES,

IT IS THEREFORE AGREED AS FOLLOWS:

****WARNING****

UNDER NORTH CAROLINA LAW, AN EQUINE ACTIVITY SPONSOR OR EQUINE ACTIVITY 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

IT IS THE RESPONSIBILITY OF THE RIDER TO CARRY FULL AND COMPLETE INSURANCE COVERAGE FOR HIS/HER HORSE, PERSONAL PROPERTY AND HIM/HERSELF.

RIDER AGREES TO ASSUME ANY AND ALL RISKS INVOLVED IN OR ARISING FROM THE RIDER’S USE OF OR PRESENCE UPON FARM AND THE FACILITIES THEREON, INCLUDING BUT NOT LIMITED TO BODILY INJURY, FALLS, KICKS, BITES, COLLISIONS WITH VEHICLES, HORSES OR STATIONARY OBJECTS, PROPERTY DAMAGE, THEFT, FIRE OR EXPLOSION, UNAVAILABILITY OF EMERGENCY MEDICAL CARE OR NEGLIGENCE.

RIDER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE FARM, ITS SUCCESSORS, ASSIGNS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS AGAINST ANY AND ALL CLAIMS, ACTIONS, SUITS AND PROCEEDINGS AND AGAINST ANY AND ALL LIABILITIES, AWARDS, JUDGMENTS, INCLUDING WITHOUT LIMITATION BODILY INJURY, DEATH, DISMEMBERMENT AND PROPERTY DAMAGE EXCEPT THOSE CAUSED BY THE WILLFUL MISCONDUCT AND/OR SOLE NEGLIGENCE OF THE FARM. IN NO EVENT SHALL FARM BE RESPONSIBLE FOR ANY PUNITIVE DAMAGES OR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES BY RIDER, RIDER’S PARENT(S) OR GUARDIAN(S) OR ANY THIRD PARTY.

RIDER AGREES TO ABIDE BY ALL OF FARM’S RULES AND REGULATIONS.

IF RIDER USES HIS/HER OWN HORSE, RIDER WARRANTS AND REPRESENTS THE HORSE SHALL BE FREE FROM INFECTION AND CONTAGIOUS OR TRANSMISSIBLE DISEASE. FARM RESERVES THE RIGHT TO REFUSE RIDER’S HORSE IF IT IS DEEMED TO BE IN IMPROPER HEALTH, DANGEROUS OR UNDESIRABLE ACCORDING TO INDUSTRY PROFESSIONALS AND/OR STANDARDS.

THIS RELEASE OF LIABILITY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NORTH CAROLINA.

THIS RELEASE OF LIABILITY SHALL NOT BE ASSIGNED OR TRANSFERRED BY EITHER PARTY WITHOUT THE WRITTEN CONSENT OF THE OTHER.

THE FARM SHALL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES IF SUCH CLAIMS OR DAMAGES RESULT OR ARISE OUT OF A FAILURE OR DELAY THAT IS DUE TO ACTS BEYOND THE CONTROL OF THE FARM.

IN WITNESS HEREOF, THE PARTIES HAVE CAUSED THE RELEASE OF LIABILITY TO BE EXECUTED BY THE SIGNATURES AND IT IS BINDING UPON THE PARTIES ACCORDING TO THE ABOVE TERMS AND CONDITIONS.

FARRINGTON WOODS FARM INC.

RIDER’S NAME:

RIDER’S PARENT(S)/GUARDIAN(S) – PLEASE PRINT

SIGNATURE RIDER’S PARENT(S)/GUARDIAN(S)

STREET:

CITY: STATE:

TELEPHONE:

EMAIL: