



Carolina Horse Park Foundation
2814 Montrose Road
Raeford, North Carolina 28376
910 875-2074 • fax 910 875-4310
www.carolinahorsepark.com

RELEASE, ASSUMPTION OF RISK, WAIVER, AND INDEMNIFICATION

I acknowledge, understand, and agree, in consideration of my participation in equine activities at the Carolina Horse Park (“CHP Facilities”) including, but not limited to, shows, exhibitions, and competitions (“CHP Events”), as a volunteer, participant, employee, or contractor, that (a) equine activities and CHP Events involve inherent dangerous risks of loss and accident—including bodily and personal injuries, death, and property damage (“Harm”)—to participants, bystanders, and horses and (b) my participation in equine activities and CHP Events is voluntary and at my own risk and, further, that:

Risks of and from equine activities can, for example, involve and be caused by sudden and unforeseen occurrences, and it is not possible to foresee, prevent or eliminate all such risks.

There are, at any and all times, likely to be participants in equine activities on the CHP Facilities, and, despite the risks hereinabove set forth, I knowingly and voluntarily (a) choose to use CHP Facilities or participate in equine or other activities thereon and (b) assume any and all risks related thereto to the maximum extent permitted by law.

I hereby release, waive, and forever discharge Carolina Horse Park Foundation and its officers, directors, employees, and volunteers (collectively, “CHP Parties”), to the maximum extent permitted by law, from any and all claims, demands, actions, and rights of action of whatever kind or nature, in law or in equity, known or unknown, arising from or related to any bodily or personal injuries, death or property damage arising from or related to the use of the Property by me or others including bodily and personal injuries, death, and property damage arising from or related to, directly or indirectly, the negligence of CHP Parties.

I am acquainted with appropriate equestrian safety practices, and it is not the responsibility or obligation of CHP or any CHP Party to teach or advise me of appropriate equestrian safety practices or, to the extent applicable, to enforce any rules or laws related to appropriate equestrian safety practices or the use of protective equipment.

This Assumption of Risk and Release is given on behalf of (a) me and my executors, heirs, and assigns and (b) any child of whom I am a parent or guardian and his or her executors, heirs, and assigns. I agree that, if I am a parent or guardian of a minor participant in equine activities on the Property, I consent to the participation by the minor and agree to all of the above provisions and agree to assume all of the obligations of this agreement on behalf of the minor.

If any portion of this Assumption of Risk and Release is held to be invalid by any court or tribunal, the remainder hereof shall continue in full force and effect.

I ACKNOWLEDGE AND AFFIRM—AND, AS APPLICABLE, FURTHER ACKNOWLEDGE AND AFFIRM THE TERMS OF THE ASSUMPTION OF RISK AND RELEASE POSTED AT THE ENTRANCES TO THE PROPERTY—THAT I CAREFULLY READ THE CONTENTS OF THIS ASSUMPTION OF RISK AND RELEASE, FULLY UNDERSTAND ITS MEANING, AND SIGN IT VOLUNTARILY.

PARTICIPANT

**GUARDIAN OR PARENT OF PARTICIPANT
 (if participant is a minor)**

 Print Name

 Print Name

 Signature

 Signature

 Date

 Date

 Address

 Address

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