



## RELEASE, WAIVER, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

### EMERGENCY CONTACT

Name: \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

### 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.

### Terms and Conditions of Agreement:

Kingfisher Park Equestrian LLC (“KPE” or “KPE LLC”) operates equestrian sports facilities and equestrian boarding facilities at 3270 Jackson Road, Mooresville, North Carolina 28115 (the “Facilities”) for Equine Activities (as defined below). In consideration of being permitted to enter into the Facilities and/or participate in certain of the Equine Activities, I, for myself, my personal representatives, heirs, and next of kin, do acknowledge, appreciate and agree that I am signing this Release, Waiver, Hold Harmless, and Indemnification Agreement (the “Agreement”) as a participant, spectator, visitor, guest, client, lessee, licensee, or potential purchaser (collectively, a “Participant”) for good and valuable consideration of participating in Equine Activities (as defined below), the receipt and sufficiency of which is hereby acknowledged.

I agree that engaging in equine activities under this Agreement includes, but is in no way limited to, those defined in the North Carolina Equine Activity Liability Statute (Chapter 99E of the North Carolina General Statutes) and include, without limitation, riding my own or another’s horse, petting, leading, mounting, feeding, watching, transporting, and otherwise interacting with or merely being in the vicinity of horses (collectively “Equine Activities”).

- 1. Assumption of Risk:** IN ANY PHYSICAL ACTIVITY, RISK OF SERIOUS PHYSICAL INJURY IS POSSIBLE. I AM FULLY AWARE AND UNDERSTAND THAT: (I) THERE ARE INHERENT RISKS IN PARTICIPATING IN THE EQUINE ACTIVITIES; (II) THE INHERENT RISKS OF INJURY RESULTING FROM ANY OF THE EQUINE ACTIVITIES ARE SIGNIFICANT, INCLUDING RISKS AND DANGERS OF GRAVE OR MINOR BODILY INJURY, INCLUDING WITHOUT LIMITATION PERMANENT DISABILITY, PARALYSIS, DEATH, AND OTHER RISKS; (III) THAT THESE RISKS AND DANGERS MAY BE CAUSED BY, ARISE OUT OF, OR BE IN CONNECTION WITH MY OWN ACTIONS OR INACTIONS, THE ACTIONS OR INACTIONS OF OTHERS PARTICIPATING IN THE EQUINE ACTIVITIES, OR THE CONDITION, OPERATION, DESIGN, AND LAYOUT



OF THE PREMISES AND EQUIPMENT, OR LACK OR INSUFFICIENCY THEREOF, OR THE NEGLIGENCE OF A RELEASED PARTY OR ITS AFFILIATES; (IV) THERE ARE PHYSICAL RISKS INVOLVED WITH ANY STRENUOUS EXERCISE; (V) I AM AWARE THAT I SHOULD OBTAIN THE ADVICE OF A PHYSICIAN PRIOR TO BEGINNING A NEW EXERCISE PROGRAM; (VI) IT IS MY PERSONAL RESPONSIBILITY TO CONSULT WITH MY DOCTOR REGARDING MY PARTICIPATION IN THE EQUINE ACTIVITIES; AND (VII) I UNDERSTAND MY EXPERIENCE AND CAPABILITIES, AND I BELIEVE I AM QUALIFIED TO PARTICIPATE IN THE EQUINE ACTIVITIES. I DO KNOWINGLY AND FREELY ASSUME ALL RISKS (BOTH KNOWN AND UNKNOWN, FORESEEABLE AND UNFORESEEABLE) AND TAKE FULL RESPONSIBILITY FOR MY PARTICIPATION IN ALL EQUINE ACTIVITIES. I REPRESENT TO THE RELEASED PARTIES THAT I: (I) HAVE NO PHYSICAL OR MENTAL MEDICAL CONDITION WHICH WOULD PREVENT ME FROM TAKING PART IN THE EQUINE ACTIVITIES FOR WHICH I HAVE REGISTERED, AND (II) I AM IN GOOD HEALTH AND IN PROPER PHYSICAL AND MENTAL CONDITION TO PARTICIPATE IN THOSE EQUINE ACTIVITIES. I ACCEPT AND ASSUME RESPONSIBILITY FOR ANY LOSS, DAMAGE, OR INJURY I MAY SUSTAIN OR CAUSE AS A RESULT OF MY PARTICIPATION IN ANY EQUINE ACTIVITY. I UNDERSTAND THERE MAY BE OTHER RISKS NOT KNOWN TO ME OR THAT ARE NOT READILY FORESEEABLE AT THIS TIME. THE SOCIAL AND ECONOMIC LOSSES AND/OR DAMAGES THAT COULD RESULT FROM THE RISKS OF THE EQUINE ACTIVITIES COULD BE SEVERE AND COULD PERMANENTLY CHANGE MY FUTURE. THE RISKS OUTLINED IN THIS AGREEMENT ARE NOT EXHAUSTIVE, AND I ACKNOWLEDGE THAT THERE MAY BE OTHER RISKS, HAZARDS, AND DANGERS THAT, BASED ON THE CIRCUMSTANCES, ARE INHERENT IN THE EQUINE ACTIVITIES. I UNDERSTAND AND ACCEPT THE INHERENT RISKS OF BEING IN THE VICINITY OF A HORSE, DONKEY, MULE, HINNY OR PONY (EACH HEREINAFTER REFERRED TO AS A "HORSE") AND OF ENGAGING IN OF THE EQUINE ACTIVITIES OR ANY OTHER MOUNTED OR UNMOUNTED ACTIVITY WHATSOEVER, INCLUDING WITHOUT LIMITATION:

- a. the possibility of a horse behaving in ways that may result in injury, harm, or death to persons on or around them (examples: jump, run, kick, buck, bolt, spin, rear up, strike, bite, stumble, fall, etc.);
- b. the unpredictability of a horse's reaction to such things as sounds (examples: those produced by machinery, equipment, doors, snow and ice falling, rain, wind, thunder, voices, etc.), sudden movements, unfamiliar objects, persons, or other animals (examples: ground poles, jumps, cross-country obstacles, cones, flowers, flags, golf carts, mini-bikes, whips, bats, etc.);
- c. certain hazards such as surface and subsurface conditions which may not be obvious to me or other persons, whether such hazards are known or unknown or reasonably discoverable by the Released Parties (as defined below);
- d. the possibility of collisions with other horses or objects that can be reasonably foreseen as a result of normal horse activities (examples: ground poles, jumps, cross-country obstacles); and
- e. the possibility that I might negligently contribute to my own injury or that of others, including, without limitation, by failing to maintain control over a horse, or undertaking activities beyond my ability.

I understand that injuries, death, loss (both personal and property), and property damage may result from the accepted risks of engaging in Equine Activities, that horses are powerful and have the potential to be dangerous, even without warning, and that the risks listed in this Agreement are just a sampling and I am not relying on the Released Parties to list all possible horse-related risks or risks related in any way to the Equine Activities.

2. **Conduct.** I will comply with all KPE rules, both written and as stated to me by KPE staff during my participation in all Equine Activities. I will obey the KPE staff in regards to those rules as they affect the safety of myself, other participants and observers, the property of KPE, and all resources used in conjunction with Equine Activities. If I observe any hazards, either subjective or objective, to myself, other Equine Activity Participants, KPE staff, KPE property, a Facility, or resources used in conjunction with the Equine Activities, I will immediately bring those hazards to the attention of the



nearest KPE staff and leave the unsafe area and cease my participation in the Equine Activities. Without limiting the generality of the foregoing, I therefore agree that:

- a. I will follow posted signs and rules at all times;
- b. I will at all times be responsible for my personal safety. In particular, whenever I ride, I will wear a properly fitted certified SEI/ASTM safety approved hard hat with a harness fastened and a hard sole shoe with heel, and when using the cross country training area I will, at all times wear an accredited BETA/SEI/ASTM safety vest; and
- c. I will remain financially responsible for my medical expenses.

3. **Release and Covenant Not to Sue.** I HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE DJ CRAWFORD FARMS, LLC, KINGFISHER PARK EQUESTRIAN LLC, KINGFISHER PARK FARMING LLC, DIANA J. CRAWFORD, HUGH N. WRIGLEY, AND THEIR OWNERS, AFFILIATES, AGENTS, EMPLOYEES, TRUSTEES, BENEFICIARIES, WORKING STUDENTS, VOLUNTEERS, INDEPENDENT CONTRACTORS, TRAINERS, CLINICIANS, GUESTS, VISITORS, INVITEES, MEMBERS, MANAGERS, ANY OTHER OWNERS OF ANY FACILITY WHERE RELEVANT EQUINE ACTIVITIES ARE CONDUCTED, AND ALL OTHERS ACTING ON THEIR BEHALF, REGARDLESS OF WHETHER MY PRESENCE ON SUCH REAL PROPERTY IS RELATED TO HORSES OR EQUINE ACTIVITIES, AND ANY SUCCESSORS AND ASSIGNS OF ANY OF THE AFOREMENTIONED ENTITIES OR INDIVIDUALS (ALL COLLECTIVELY THE "OPERATORS" AND EACH AN "OPERATOR") FROM ANY AND ALL INJURIES, LOSSES, LIABILITIES, CAUSES OF ACTION, SUITS, CLAIMS, AND DAMAGES (INCLUDING ATTORNEY'S FEES AND COSTS) RELATED TO MY PARTICIPATION IN THE EQUINE ACTIVITIES OR MY PRESENCE IN OR ABOUT A FACILITY (AND PARTICIPATION OR PRESENCE IN OR ABOUT A FACILITY BY MY CHILD OR ANY MINOR OVER WHOM I HAVE SUPERVISORY CUSTODY OR GUARDIANSHIP); INCLUDING, WITHOUT LIMITATION, ALL LIABILITY AND CLAIMS FOR PROPERTY DAMAGE, PERSONAL INJURIES OR WRONGFUL DEATH, EVEN THOUGH SUCH INJURY, LOSS OR DAMAGE RESULTS FROM THE NEGLIGENCE OR GROSS NEGLIGENCE OF AN OPERATOR. THIS RELEASE IS BINDING ON MY HEIRS, SUCCESSORS, ASSIGNS AND AGENTS. IF I SEE OR HEAR ANYTHING I FEEL IS QUESTIONABLE OR DANGEROUS, IT IS MY RESPONSIBILITY TO ASK OR INFORM KINGFISHER EMPLOYEES AND AVOID ANY SITUATION I BELIEVE IS DANGEROUS UNTIL THE CONDITION IS CORRECTED OR MY QUESTION IS SATISFACTORILY ANSWERED.
4. **No Warranty.** I understand that Operators do not make any guarantee, representation or warranty, express or implied, as to the quality of workmanship, materials, fitness, safety, efficiency, or condition of any Facility or other equipment to be used for the Equine Activities. The Operators hereby disclaim any such guarantee, representation, or warranty.
5. **Indemnification.** I HEREBY AGREE THAT I WILL NOT SUE ANY OPERATOR WITH REGARD TO, AND I WILL INDEMNIFY AND HOLD THE OPERATORS HARMLESS FROM, ANY AND ALL LIABILITIES, SUITS, CLAIMS, ACTIONS, DEMANDS, LOSSES AND COSTS OF ANY NATURE WHATSOEVER (INCLUDING ATTORNEY'S FEES AND COSTS), ON ANY LEGAL THEORY, ARISING OUT OF OR IN ANY WAY RELATING TO MY PARTICIPATION IN ANY OF THE EQUINE ACTIVITIES AND MY USE OF THE FACILITIES (OR THE PARTICIPATION OR USE OF MY CHILD OR ANY MINOR OVER WHOM I HAVE SUPERVISORY CUSTODY OR GUARDIANSHIP), EVEN THOUGH SUCH INJURY, LOSS OR DAMAGE RESULTS FROM THE NEGLIGENCE OR GROSS NEGLIGENCE OF ONE OR MORE OPERATORS. THIS INDEMNIFICATION PROVISION IS BINDING ON MY HEIRS, SUCCESSORS, ASSIGNS AND AGENTS. IF, DESPITE THIS AGREEMENT, ANYONE ON MY BEHALF (INCLUDING MY SPOUSE AND HEIRS, MAKES A CLAIM AGAINST ANY OF THE OPERATORS, I AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE OPERATORS AND EACH OF THEM FROM ANY LITIGATION EXPENSES, ATTORNEY'S FEES, LOSS, LIABILITY, DAMAGE, OR COST THEY MAY INCUR DUE TO THE CLAIM MADE AGAINST ANY OF THE OPERATORS.
6. **Emergency Medical Treatment.** I authorize Operators to seek emergency medical treatment in connection with my participation in the Equine Activities and acknowledge and agree that no Operator assumes any responsibility for and is hereby released from any liabilities, costs, damages or other claims relating to any injury or damage which may arise out of



or in connection with emergency medical treatment, inadequate or ineffective medical treatment or rescue efforts or the lack of medical treatment or rescue efforts.

7. **Governing Law:** This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina without regard to conflict of laws principles. All disputes relating to the interpretation and enforcement of this Agreement shall be resolved exclusively by the state courts located in Iredell County, North Carolina. I hereby submit to the exclusive jurisdiction and venue of such courts for such purpose. I agree that any and all claims and/or causes of action not waived by this Agreement brought by me against the Released Parties must be brought within one (1) year of the date accrued.
8. **Participant Certification:** I, the undersigned, recognize the dangers inherent in the Equine Activities. I am assuming the hazard of this risk upon myself since I wish to participate. I realize I am subject to injury from any of the Equine Activities and that no form of preplanning can remove all of the danger to which I am exposing myself (or minor children under my supervision). I have read this Agreement, understand its terms, understand that I have given up substantial rights on behalf of myself by signing it, and have signed it freely and without any inducement or assurance of any nature, and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law.
9. **Severability.** I also agree that if any portion of this Agreement is held to be invalid, illegal, or unenforceable, that portion of this Agreement shall be deemed separate, distinct and independent, and the remainder of this Agreement shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law or equity.

I certify that I am at least 18 years of age and that no other representations have been made to me that change, alter, or modify anything within this Agreement.

**Participant**

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

Printed Name: \_\_\_\_\_

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