



## Waiver and Release of Liability for Participants

For good and valuable consideration, including the permission to participate and/or assist and/or volunteer in any and all equestrian assisted or other related activities with Mending Strides Ranch, Inc., (MSR), located at 8636 Blair Road, Mint Hill, NC 28227, I agree and consent to the following:

**Release and Waiver from Liability**

I do hereby release MSR and property owners, Stuart and Maria Hogge, and Wild Horse Properties, for any and all damage, claims, including any claim of personal injury, death, or injury to or loss of personal property, whether arising from control or supervision of spectators, providing or failing to provide ambulance service, medical care, nursing care, paramedic care, basic life support care, emergency trauma care, advanced life support care, first aid, emergency communication, emergency transportation, or design, maintenance or repair of any facility or anything or any other act caused by owners of MSR or otherwise while I am in or upon said premises. All personal property kept, placed or left on or about the premises shall be at my sole risk as to loss, theft, injury or damage and MSR shall have no responsibility for such loss, theft, or damage to any such personal property

**Assumption of Risk**

I hereby acknowledge that my participation in equine activities in a farm setting involves certain inherent risks, which include, but are NOT limited to, the following: (1) horses can behave in unpredictable ways which can result in accidents to anyone at anytime, resulting in injury, severe injury, or death; (2) that an equine's reaction to sound, movements, objects, vehicles, persons, animals, scents or insects cannot be predicted; (3) that the environment in which horses live can have both natural and manmade hazards which cannot be anticipated, identified, modified or eliminated, such as surface conditions which include, but are NOT limited to rocks, trees, puddles, streams, fences, jumps and/or hard objects, holes or divots; (4) that the environment in which horses live may have poisonous or dangerous wild animals and insects which may include, but are NOT limited to snakes, raccoons, foxes, coyotes, feral cats, fire ants, bees, hornets and wasps.

**Hold Harmless**

I hereby agree to INDEMNIFY AND HOLD HARMLESS MSR, any owners thereof, any sponsor, agent, landlord, their owners, their officers, their directors, members, volunteers, affiliated organizations and any others acting on their behalf for any accident or injury, loss, liability, claims, rights for damages, costs or other expenses which may occur to me, my minor children, or anyone with me, or my adult guests including their minor children or legal wards while on said premises.

**Damage**

I agree to be responsible for all damage caused by me, invited minor children, or anyone utilizing the premises, property or grounds of MSR with my consent or at my request.

**Cost of Enforcement**

I agree to be liable for all of MSR and all individual owners, landlord and agents of it, reasonable attorney's fees and other costs resulting from my breach of any provision of the Release and Waiver. I further expressly agree that the foregoing release, waiver and indemnity provisions are intended to be as broad and inclusive as is permitted by law.

**Choice of Law and Venue**

I agree that this Release and Waiver shall be governed by and construed in accordance with the laws of the State of North Carolina. In the event any action, suit or proceeding is instituted as a result of any matter or thing affecting this Release and Waiver, the parties hereto hereby designate Mecklenberg County, North Carolina, as the proper jurisdiction and the venue in which same is to be instituted.

**WARNING**

**Under North Carolina Law, an equine activity sponsor or equine professional is not liable for an injury 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).**

**If the below participant/Guest is a minor A LEGAL GUARDIAN and Participant MUST sign below.**

Having read the preceding, I acknowledge my understanding of those risks set forth herein and knowingly agree to accept full responsibility for my exposure to such risks. I acknowledge a full and complete understanding of the limitations of liabilities and waiver of certain rights that I may have and granting of releases contained herein and knowingly consent thereto.

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

Participant

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

Print Participant Name \_\_\_\_\_

Date of birth of Participant \_\_\_\_\_

Legal Guardian

Signature \_\_\_\_\_

Print Legal Guardian Name \_\_\_\_\_

