

Stars and Strides Therapeutic Riding Program

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LIABILITY WAIVER, RELEASE, HOLD HARMLESS AND RISK ACKNOWLEDGEMENT AGREEMENT

WARNING:

**UNDER NORTH CAROLINA LAW, AN EQUINE OR FARM ANIMAL ACTIVITY SPONSOR
OR AN EQUINE OR FARM ANIMAL PROFESSIONAL IS NOT LIABLE FOR
AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE OR FARM ANIMAL ACTIVITIES RESULTING
EXCLUSIVELY FROM THE INHERENT RISKS OF EQUINE AND FARM ANIMAL ACTIVITIES.
CHAPTER 99E OF THE NORTH CAROLINA GENERAL STATUTES.**

1. **Parties.** The parties to this **LIABILITY WAIVER, RELEASE, HOLD HARMLESS AND RISK ACKNOWLEDGMENT AGREEMENT** (the "Agreement") are **Stars and Strides Therapeutic Riding Program**, a North Carolina nonprofit corporation (the "Stable"), and _____, who is (a) a participant in an equine activity at the Farm (as defined below) or Offsite (as defined below in paragraph 2); and/or (b) an employee or independent contractor, or visitor of or to the Farm or Offsite; and/or (c) a guest or legal guardian of any of the foregoing (any and all of such individuals being collectively referred to herein as a "Participant").
 2. **Participation in Stable Activities.** In exchange for Participant's representations, acceptance of the terms of this Agreement and their signature hereon acknowledging same, the Stable agrees to permit Participant to be present on all or a portion of (as determined by Stable in its sole discretion) the property located at **2216 Withers Road, Maiden, North Carolina 28658** (the "Farm") or elsewhere as part of a Stable event ("Offsite").
 3. **Nature of Equestrian Activities.** Numerous obvious and non-obvious risks are inherent and always present in horseback riding and other equestrian-related and farm-related activities, despite all safety precautions. By way of example and not limitation, horses, ponies and other equine animals may, among other things, stop short, suddenly change direction or speed, shift their weight from side to side, trip, fall, buck, spit, rear, bite, kick or run from what they perceive (correctly or incorrectly) as danger. These enumerated and related or similar risks, as well as the more general farm risks described in paragraph 4 below, among others, exist for anyone who is in close proximity to a horse or other animal, whether mounted or on the ground.
- Participant acknowledges these and similar or related risks and affirmatively states that they are not relying on the Stable to advise them of all possible risks.**
4. **Nature of Farm Activities.** Numerous obvious and non-obvious risks are inherent and always present in a farm setting, despite all safety precautions. In addition to the risks related to equines and equestrian activities and farm activities in general, some of which are detailed in paragraph 3 above, there are other risks present. By way of example and not limitation, (a) electric fencing and farm equipment is used regularly around the Farm or Offsite and can give rise to risks associated with electric fencing and the operation of heavy equipment; (b) farm animals such as horses, llamas, ostriches, alpacas, chickens, roosters, cats, dogs, cows and goats, among others, as well as wild animals naturally present in rural settings such as raccoons, foxes, deer, bobcats, coyotes, beavers, geese, groundhogs, wild turkeys, skunks, opossums and bears, among others, and such are unpredictable and can chase, attack, scratch, bite and injure humans and/or other animals present on the Farm or Offsite, (c) fertilizers, pesticides and animal medications are present on the Farm or Offsite and

can cause property damage or personal injury to humans and animals if encountered, handled or misused; (d) all types of insects, rats, snakes, spiders and other pests and vermin may at any time be present on the Farm or Offsite and can cause property damage and personal injury to humans and other animals; (e) ponds, creeks and other water features on the Farm or Offsite can present safety hazards, including risk of drowning or other water associated risks; (f) uneven terrain, ditches, sinkholes, deep mud, dead trees, fallen trees and other associated risks; (g) infectious bacteria, viruses, fungi/mold, parasites or other agents which may be present on the Farm or Offsite (as they are in most outdoor locations) and can cause infection (including, but not limited to, the novel coronavirus known as COVID-19 and other rhino or coronaviruses as well as rabies, hepatitis, pneumonia and meningitis-causing viruses, among others; bacteria commonly known as tetanus, Salmonella, E. Coli, Staphylococcus, Streptococcus and tuberculosis, among others; fungus commonly known as Candida (yeast), aspergillus (mold) and ringworm, among others; various parasitic organisms such as giardia, pinworm, toxoplasma, hookworm, tapeworm, roundworm, scabies, among others, and all other infectious agents) in humans, including Participant, as well as in animals; and (h) any and all other potential risks that may be associated with the operation of an agricultural, equestrian, commercial or residential facility.

Again, Participant acknowledges these and similar or related risks and affirmatively state that they are not relying on the Stable to advise them of all possible risks.

5. Waiver, Release and Indemnification. *In consideration for Participant's ability to participate in activities at the Farm, and/or use and/or be present at the Farm or Offsite, Participant agrees, to the extent permitted by law, to release and hold harmless the Stable and its executive director, officers, directors, trainers, agents, employees, representatives, assigns, landlords (including, but not limited to Beth Kaylor and Johnny Kaylor), sponsors, affiliated individuals or organizations (whether nonprofit or for profit), insurers and others acting on behalf of any of them, including, without limitation, Jon Stephens, Jennifer Stephens and Brooke Stephens (collectively, "Stable Indemnitees") from all losses, claims, injuries, demands, causes of action and legal liability and expenses, including attorneys' fees resulting from personal injury, death or property damage (collectively, "Losses") related to Participant's (or Participant's horse's or Participant's other animals' presence at the Farm, if applicable) whether the same be known or unknown, anticipated or unanticipated, foreseeable or unforeseeable, and even if such Losses are the result of the negligence and/or acts or omissions of the Stable or other individuals present on the Farm or Offsite.*

Participant further agrees to waive all claims which may otherwise arise from an injury to Participant while using or being present at the Farm or Offsite or any activity offered by the Stable and shall not pursue any claims, demands or causes of action against the Stable Indemnitees for any economic or non-economic losses due to Participant's bodily injury, death or property damage arising out of the activities offered by the Stable or Participant's use of or presence at the Farm or Offsite.

Participant agrees to be responsible for any and all damages, injuries and/or loss of life caused by Participant (or caused by a horse or other animal owned by or in the care, custody or control of Participant and brought to the Farm or Offsite by Participant) and to indemnify the Stable Indemnitees from any losses or expenses, including but not limited to attorneys' fees, which the Stable incurs in connection with any such damages, injuries and/or loss of life.

6. **Representations regarding Participant.** Participant, on behalf of a minor as parent or legal guardian, or, if eighteen years of age or older, for him or herself, represents that he/she or his/her child/ward has:

(a) medical (including mental health) clearance from his/her physician and/or mental health professional; and
(b) adequate experience, training, mental capacity and physical ability necessary to participate in equine and farm activities at the Farm and to appreciate the associated risks and acknowledges and agrees that Stable is entitled to rely on such representations when agreeing to permit Participant (or, if a minor, the child/ward) to participate in equine and farm activities at the Farm.

7. **Assumption of Risk.** Participant acknowledges that failure to follow the Stable's rules and/or the directions of the Stable's staff, all of which are incorporated herein by reference, may put them (or their horse or other animal, if applicable) at risk of, or increase the risk of, injury or death. Participant acknowledges that they bear the responsibility for Participant's safety and Participant should not participate in any equestrian or farm activity unless they are confident that they can do so safely. Participation in equestrian or farm activities at or with the Stable constitutes a knowing and voluntary assumption of all risks associated with such activities and those associated with being present at the Stable's facilities, including but not limited to inherent risks and the risk of negligence by the Stable or others. This assumption of risk is intended to operate as a bar to recovery for any claim for property damage, injury or death.

8. **Helmet Requirement.** The Stable requires that if Participant is ever mounted on a horse or other animal at the Farm or Offsite that Participant provide and wear their own properly fitting ASTM/SEI certified riding helmet. Participant acknowledges that wearing a properly fitted and secured equestrian riding helmet which meets or exceeds the quality standard of the SEI Certified ASTM Standard F1163 while riding, mounting, dismounting and being near horses or other animals may reduce the severity of head injuries sustained or prevent death as the result of a fall or other occurrence. The Stable makes no representation as to the condition, effectiveness or suitability of any helmet used by Participant. Participant further assumes all helmet related risks. It is also required that anyone riding at the Farm or Offsite in close proximity to equines on the Farm or Offsite wear closed-toed shoes or boots with a hard sole and heel.

9. **Guests.** Participant understands they are not permitted to bring a guest who has not executed this Agreement to the Farm or Offsite. However, should Participant bring to the Stable's facilities an individual who has not executed a copy of this Agreement in violation hereof, Participant shall educate the guest as to the risks described herein, supervise the guest, be solely responsible for the safety of the guest, be responsible for any Losses caused by or suffered by such guest and further indemnify the Stable Indemnitees from any Losses caused by or suffered by any guest which are related to the same.

10. **Permission to Treat.** Participant understands that the Stable does not normally administer medications to animals or humans and will typically do so only when directed in writing by Participant. However, in the unexpected event of a medical or veterinary emergency, Participant agrees that the employees or agents of the Stable have Participant's permission to provide, seek and authorize medical, veterinary or farrier attention and services, including but not limited to first aid or emergency medical services for the Participant or for any emergency veterinary or farrier attention or services for any horse or other animal owned, leased or in the care of the Participant. Further, Participant agrees that the Stable shall bear no liability in connection with its provision and authorization of such medical, veterinary and farrier attention and services and Participant shall be solely responsible for any costs associated with such emergency medical, first aid, veterinary and farrier services and shall indemnify Stable Indemnitees for any Losses suffered by any of them as a result of the same.

12. **Dogs/Other Pets.** Dogs and other pets belonging to the **Stable or Offsite property owners** are permitted on the Farm or Offsite and Participant understands and agrees that, other than such dogs and other pets, **no other pets may be present on the Farm or Offsite unless agreed in advance in writing by the Stable or Offsite owner.** If a Participant or a guest of a Participant fails to abide by these requirements and brings a dog or other animal onto the Farm or Offsite and, in connection therewith, a Loss occurs, Participant shall indemnify and hold the Stable Indemnitees harmless from and against any such Losses.

PARTICIPANT:

STABLE:

Signature of Participant

Date _____

Stars and Strides Therapeutic Riding Program, a North Carolina nonprofit corp.

Printed Name of Participant

Date _____

By: _____
Jennifer D Stephens, Executive Director

Signature of Parent/Guardian

Date _____

(if Participant is a minor or otherwise without legal capacity)

Printed Name of Parent/Guardian

Stars and Strides Therapeutic Riding Program

911 4th Avenue NW, Hickory, North Carolina 28601(828) 320-5775 ♦ jdstephens67@hotmail.com

Barn Rules

WARNING:

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Hours of barn operation*:

_____ through _____--, _____am to _____pm

*On holidays and other special occasions this schedule may be adjusted by management.

For everyone present on the Farm:

1. **Presence on the Farm and all horseback riding and other farm activities are at your own risk.**
2. All riders/guests must abide by posted barn rules.
3. Everyone must have a current Stars and Strides Liability Waiver & Release Agreement on file before riding or being in close proximity to any horse, whether on the Farm or Offsite at Stable activities.
4. Persons under the age of 18 MUST be supervised by a parent or authorized adult at all times.
5. **NO tobacco use (SMOKING, chewing, etc) on the Farm at any time.**
6. No guns, alcohol or illegal drug use permitted on the Farm or Offsite at Stable activities.
7. No bare feet or sandals in the barn or arena areas.
8. Beware and stay clear of the electrified wire which may be along some of the Farm fencing..
9. Do not feed anything to any horse other than your own unless given permission by the instructor..
10. Horses are unpredictable and may kick or bite; do not feed, startle, annoy or tease them.
11. Immediately report any accident or injury to a person or horse, property damage or dangerous condition on the farm to Jennifer Stephens at (828) 320-5775.
12. All non-riding/visiting minor children under the age of 18 must have a parent or guardian with them at all times.
13. Medicine cabinets, tool rooms, feed rooms and hay trailers are for employee use only.
14. **NO DOGS ALLOWED ON FARM EXCEPT THOSE OWNED BY Stars and Strides or the Stephens Family.**

All Riders:

15. Be diligent in caring for your items and be sure all your items are insured. The Stable is not responsible for the theft or loss of any items anywhere on the Farm..
16. All Owners/Lessees should maintain personal liability insurance coverage to cover potential damage caused by their horses.
17. All riders must wear a properly fitted certified SEI/ASTM safety approved helmet with the harness fastened and a closed-toe, hard sole shoe with a heel.
18. If you open a gate, please close it and close the gate when riding in the arena/ring.
19. Keep your horses on a halter and lead line to graze or lead.
20. Clean up after yourself. Do not leave tack or other belongings other than in their designated areas.
21. Clean up after your horse. Muck buckets, forks and brooms are provided for your convenience. Clean wash rack drains of clippings and other debris immediately to avoid clogs.