



# Horse Sense Minor/Parent Equine Activity Liability Release and Risk Acknowledgement Agreement

This Equine Activity Liability Release and Risk Acknowledgement Agreement (“Agreement”) is entered into by and between Horse Sense of the Carolinas, Inc. a North Carolina Corporation, and

\_\_\_\_\_ parent(s) and/or guardian(s) of the Student (the “Parent(s)”).  
[Parent(s)/Guardian(s) Name(s)]

In consideration of the mutual promises set forth in this Agreement, Horse Sense of the Carolinas, Inc. and Parent(s) (hereinafter individually, the “party” or collectively, the “parties”) mutually agree as follows:

1. **PARENT(S) REPRESENTATIONS.** Parent(s) warrants that \_\_\_\_\_ is the legal parent(s)  
[Parent/Guardian(s) Name(s)]

and/or guardian(s), having legal custody, of the following child: \_\_\_\_\_  
[Student full & Preferred Name]

whose birth date is \_\_\_\_\_ [Mo/Da/Yr]. The “Student” and Parent(s) desires to and does hereby contract with Horse Sense according to the terms and conditions of this Agreement.

2. **Apportionment of Liability.** In consideration of Student being allowed to attend, participate in, or observe activities sponsored or conducted by Horse Sense or be present on the property on which Horse Sense conducts its activities (collectively referred to as the “Equine Activities”), Parent(s) does agree to indemnify, hold harmless and release Horse Sense of the Carolinas, Inc., and the owner(s) of any specific horse or other property used by Horse Sense and all others acting on Horse Sense’s behalf and all of their subsidiaries and related entities, and each of their respective current and former shareholders, directors, officers, members, managers, agents, employees, representatives, assigns, affiliated organizations, attorneys, insurers, legal successors and assigns (collectively referred to as the “Released Parties”), from any and all, demands, causes of action, legal liability, or claims arising out of or, resulting from, or relating to Student’s participation in the Equine Activities whether the same be known or unknown, anticipated or unanticipated even if due to negligence and/or other students’ acts or omissions. Parent(s) does further agree to waive all rights which may otherwise arise from an injury to Student or Students’ property, and shall not bring any demands, legal actions, causes of action, or claims arising out of or, resulting from, or relating to Student’s participation in the Equine Activities against the Released Parties, or any person or entity, for any economic or non-economic losses due to bodily injury, death, or property damage arising out of the activities of the Released Parties or Student’s presence on or proximity to property used by the Released Parties. Parent(s) agrees that this Agreement and the release contained herein shall bind Parent(s) heirs, successors, assigns and legal representatives, and that neither they nor Parent(s) will make any claim, nor file any lawsuit, against the Released Parties for any injury, death, or damage resulting from Student’s participation in the Equine Activities or any and all related activities, including, but not limited to, any claim for injury, death or damage caused by the negligence or other acts or omissions of the Released Parties. This release shall be binding upon Parent(s), Student and their heirs, assigns, estate and representatives.

3. **Risks.** According to the North American Horseman’s Association, numerous obvious and non-obvious inherent risks are always present in horseback riding and being around horses, despite all safety precautions. No horse is a completely safe horse. Horses are 5 to 15 times larger, 20 to 40 times more powerful and 3 to 4 times faster than a human. If a person falls from a horse to the ground it will generally be at a distance of 3 to 5 feet, and the impact may result in injury or even death to the person. If a horse is frightened or provoked it may divert from its training and act according to its natural instincts which may include, but are not limited to: stopping short, changing direction or speed at will, shifting its weight from side to side, bucking, rearing, biting, kicking or running from danger. These risks exist for any person around a horse, whether mounted or on the ground. Parent(s) acknowledges these risks and states that Parent(s) is not relying on Horse Sense to advise of all the risks.

4. **Acknowledgment and Assumption of Risks.** Parent(s) acknowledges that the Student bears responsibility for her/his own safety and Student should not participate in any Equine Activities unless Student is confident that she/he can do so safely. Participation in Equine Activities with or conducted by Horse Sense constitutes a knowing and voluntary assumption of all risks associated with Equine Activities involving Horse Sense or being present on or using

Horse Sense property (including but not limited to inherent risks and the risk of negligence by Horse Sense or others) which is a defense under North Carolina law to any claim for injury or damage, and a bar to recovery.

5. **Helmet Use.** Parent(s) acknowledges that wearing a properly fitted and secured riding helmet which meets or exceeds the quality standards of the SEI Certified ASTM Standard F1163 while riding, mounting, dismounting and being near horses **may** reduce the severity of head injuries or prevent death occurring as the result of a fall or other occurrence. Horse Sense makes no representations as to the condition, effectiveness or suitability of any helmet it may allow Student to use. All helmet related risks are assumed by Parent(s) and Student.

6. **Visitors.** Should Student bring to Horse Sense any person who is not a party to an Equine Activity Liability Agreement with Horse Sense, Student will educate them as to the risks of being around horses and horse operations, supervise them, be solely responsible for their safety, and to be financially responsible for any injury or loss caused by or suffered by any such person.

7. **Safety Rules.** Student agrees to follow such rules for safety as are attached or are subsequently provided to them, or posted. Parent(s) and Student acknowledge that failure to follow Horse Sense safety rules or the directions of Horse Sense's staff may put Student at risk of, or increase the risk of, personal injury.

8. **Premises Inspection.** Parent(s) and/or Student has inspected the farm's premises and facilities and/or have in some other way satisfied himself/herself that the condition of the premises and the facilities will provide an adequate and reasonable level of safety for Student and any guests, or visitors they bring on the premises.

9. **Other Terms.** This document states the entire agreement between the parties as to liability and may not be changed, except in writing signed by the parties. The benefits of this Agreement, including the release of legal liability, waiver of rights, indemnity and covenant not to sue, are intended to benefit others, Horse Sense's officers, directors, shareholders, members, managers, agents, employees, representatives, assigns, affiliated organizations, insurers, and all others acting on Horse Sense's behalf and the owner(s) of any horse or other property used by Horse Sense. This Agreement shall be binding upon Horse Sense, Parent(s), and Parent(s)'s heirs or estate, when signed by the parties. If any clause, phrase or work is in conflict with State Law then that single part is null and void. This Agreement and acknowledgments shall remain in force until terminated by Parent(s) through written notice to Horse Sense at the address above. The General Court of Justice Madison County, North Carolina shall be the exclusive venue for any litigation between Parent(s) and the parties described above.

10. **Knowing and Voluntary Execution.** PARENT(S) HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND AND AGREE TO ITS CONTENTS. PARENT(S) IS AWARE THAT THIS IS A RELEASE OF LIABILITY AND A PROMISE NOT TO SUE THE RELEASED PARTIES, AND PARENT(S) SIGN THIS AGREEMENT OF THEIR OWN FREE WILL AFTER BEING GIVEN SUFFICIENT TIME TO REVIEW IT. PARENT(S) UNDERSTAND THAT PARENT AND STUDENT ARE ASSUMING ALL RISKS RELATED TO THE EQUINE ACTIVITIES AND ANY AND ALL RELATED ACTIVITIES. PARENT(S) ACKNOWLEDGES THAT STUDENT IS ADVISED TO CONSULT A DOCTOR AND MAINTAIN COMPREHENSIVE MEDICAL INSURANCE PRIOR TO ENGAGING IN THE EQUINE ACTIVITIES OR ANY AND ALL RELATED ACTIVITIES.

#### **Warning**

**Under North Carolina Law an equine activity sponsor or an 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.**

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Signature of Parent(s)

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Date