

## **RELEASE OF LIABILITY, ASSUMPTION OF RISK, WAIVER OF CLAIMS, & INDEMNIFICATION AGREEMENT**

**Notice** – By signing this document you may be waiving certain legal rights, including the right to sue.

### **Release and Waiver of Claims; Assumption of the Risk; Indemnification Agreement**

**In consideration of** being allowed to use the facilities and participate in horseback riding, working with and/or around horses, and other activities (collectively the “Activities”) provided by High Lonesome Therapeutic Equestrian Center, a North Carolina non-profit corporation (the “Host”), the Participant, and the Participant’s parent(s) or legal guardian(s) if Participant is a minor, do hereby agree, to the fullest extent permitted by law, as follows:

- 1) **TO WAIVE ALL CLAIMS** that they have or may have against the Host arising out of the Participant’s participation in the Activities or the use of any equipment provided by the Host (“Equipment”), including while receiving instruction and/or training;
- 2) **TO ASSUME ALL RISKS** of participating in the Activities and using the Equipment, even those caused by the **negligent** acts or conduct of the Host, its owners, affiliates, operators, employees, agents, officers, and/or any entity to which the Host owes a contractual indemnification obligation. The Participant and his/her parent(s) or legal guardian(s), if applicable, understand that there are inherent risks of participating in the Activities and using the Equipment, which may be both foreseen and unforeseen and include serious physical injury and death;
- 3) **TO RELEASE** the Host, its owners, affiliates, operators, employees, agents, officers, and/or any entity to which the Host owes a contractual indemnification obligation from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of his/her participation in the Activities and/or use of the Equipment, including while receiving instruction and/or training. The Participant and his/her parent(s) or legal guardian(s) specifically understand that they are releasing any and all claims that arise or may arise from any **negligent** acts or conduct of the Host, its owners, affiliates, operators, employees, agents, officers, and/or any entity to which the Host owes a contractual indemnification obligation, to the fullest extent permitted by law. However, nothing in this Agreement shall be construed as a release for conduct that is found to constitute gross negligence or intentional conduct; and
- 4) **TO INDEMNIFY** the Host, its owners, affiliates, operators, employees, agents, officers, and/or any entity to which the Host owes a contractual indemnification obligation, from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of participation in the Activities and/or use of the Equipment, including while receiving instruction and/or training.

### **Photography/Video Release**

Participant, and his/her parent(s) or legal guardian(s) if Participant is a minor, hereby grant to the Host, its representatives, and employees the right to take **photographs/videos of Participant** in connection with Participant’s participation in the Activities. Participant, and his/her parent(s) or legal guardian(s) if Participant is a minor, hereby waive Participant’s rights of privacy, publicity, compensation, copyright, or ownership, and all other such rights, to the resulting photos, imagery, recordings, and videos (the “Media”). Participant, and his/her parent(s) or legal guardian(s) if Participant is a minor, consent to Host using, in any manner and in its sole discretion, the Media in connection with any and all of Host’s promotional and advertising efforts and waive any right to pre-approve such use. Participant, and his/her parent(s) or legal guardian(s) if Participant is a minor, understand that such use of the Media may continue indefinitely, even after Participant is no longer participating in the Activities.

I do not consent to photographs/videos of Participant.

### **Personal Responsibility**

**The Participant, and his/her parent(s) or legal guardian(s) if Participant is a minor, certify that Participant has no physical or mental condition that precludes him/her from participating in the Activities and that he/she is not participating against medical advice.**

**The Participant, and his/her parent(s) or legal guardian(s) if Participant is a minor, understand that**

**Participant's participation in the Activities is voluntary and further understand that they have the opportunity to inspect the Host's Equipment and facilities before any participation.**

**The Participant, and his/her parent(s) or legal guardian(s) if Participant is a minor, understand that Participant is obligated to follow the rules of the Activities and that he/she can minimize his/her risk of injury by doing so and through the exercise of common sense and by being aware of his/her surroundings.**

**If, while participating in the Activities, the Participant, or his/her parent(s) or legal guardian(s) if Participant is a minor, observe any unusual hazard or condition, which they believe jeopardizes Participant's personal safety or that of others, Participant, and/or his/her parent(s) or legal guardian(s) if Participant is a minor, will remove Participant from participation in the Activities and immediately bring said hazard or condition to the attention of the Host.**

**Dispute Resolution; Governing Law; Venue**

The Participant, and his/her parent(s) or legal guardian(s) if Participant is a minor, hereby agree to submit any dispute, claim, or controversy, relating to and/or arising from (a) this Release of Liability, Assumption of Risk, Waiver of Claims, & Indemnification Agreement, (b) Participant's participation in the Activities, and/or (c) any other interaction between the Participant and Host, including the determination of the scope or applicability of this agreement to non-binding mediation. If such a dispute arises, the party requesting mediation shall notify the other party of its request and shall provide the names of two mediators. The other party shall choose the mediator from the two proposed mediators, or may respond with two additional options. The parties will work together in good faith to find a mediator acceptable to both parties. The mediation shall be held as promptly as possible in Cherokee County, North Carolina. The laws of the State of North Carolina shall govern the validity, construction and interpretation of this Agreement. If mediation does not resolve the dispute, the courts of the State of North Carolina sitting in Cherokee County, North Carolina shall have exclusive jurisdiction over it, and Participant, and his/her parent(s) or legal guardian(s) if Participant is a minor, hereby consent to the jurisdiction of and venue in such courts.

To the extent that any portion of this Agreement is deemed to be invalid under the law of the applicable jurisdiction, the remaining portions of the Agreement shall remain binding and available for use by the Host and its counsel in any proceeding.

**I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.**

Participant's Name (Printed): \_\_\_\_\_ DOB: \_\_\_\_\_

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**If Participant is under 18 years of age:**

Parent/Guardian's Name (Printed): \_\_\_\_\_

Parent/Guardian's Signature: \_\_\_\_\_ Date: \_\_\_\_\_