

OAKWOOD FARM

Waiver, Agreement & Liability Release Assumption of Risk and Indemnity Agreement

PLEASE READ **CAREFULLY** BEFORE SIGNING!

I agree to the following agreement with Oakwood Sport Horses LLC (Hereinafter referred to as "Stable") as a condition for its allowing me, and the persons identified below, to enter the Stable's premises, be on the Stable property, be near horses or ponies, handle horses and ponies, receive instruction or guidance in riding or handling of horses or ponies at any time and at any location from the Stable's personnel or from independent instructors or clinicians and/or ride horses or ponies on, near or off the Stable property. (All of these activities, individually or collectively, will hereafter be referred to in this document as "The Activities.")

I, _____ (print first, last), on behalf of myself and/or my minor child
_____ (print child's first, last) of _____ (city), _____ (state), _____ (zip) hereby agree to the terms set forth in this Waiver, Agreement and Liability Release.

All parts of this agreement shall apply to me, and the children/legal wards listed above. (We will collectively call ourselves "I," "Me," or "My" throughout this agreement.) The Waiver, Agreement and Liability Release is intended to be valid and binding at all times, now and in the future when Stable permits me (directly or indirectly) to engage in any or all of the activities.

IT IS HEREBY AGREED AS FOLLOWS:

I have requested to engage in any or all of The Activities, per the agreement to the terms of this Waiver, Agreement and Liability Release, I can confirm that I am aware of the following: 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.

1. RISKS

- a. I understand that anyone riding or near an equine ("equine" refers to a horse or pony) can suffer bodily and other injuries. Among other things, equines are unpredictable by nature. For example, when frightened, angry or under stress, an equine's natural instincts are to jump forward or sideways or run away from danger by trotting or galloping. Equines are also known to kick, buck, bolt (run away with or without a rider or handler), rear up, strike or bite. I know that equine can do these and other dangerous things without warning. I also understand that all equines are powerful and potentially dangerous.
- b. Furthermore, I understand that riding or being near an equine can expose me to numerous hazards, which could include, for example; the possibility of an equine behaving in ways that may result in injury, hard or death to person(s) on or around them; the unpredictability of an equine's reaction to such things as sounds, sudden movement, unfamiliar objects, persons or other animals. **I understand these risks and dangers inherent in equine activities and I agree to assume them. I also understand that these are just some of the risks and agree to assume others. I am not relying on Oakwood Sport Horses LLC to list all possible risks.**
- c. Have you ever had a prior riding related accident? _____ (Yes)/_____ (No). If yes, you are confirming that you have disclosed in full context your past history of any equine riding related accidents, and have fully informed the agents of Oakwood Sport Horses, LLC. It is understood that as a precaution, it will be strongly recommended to purchase a properly fitted safety riding vest to continue riding in our program, or you waive the right to hold any agents of Oakwood Sport Horses, LLC, liable for any potential risks associated with horseback riding, and for lack of recommended safety gear.

2 LIABILITY RELEASE

- a. As consideration for riding or being near horses (regardless of who owns them) and/or receiving riding instruction or guidance from Riding Instructor or any other approved agents of Oakwood Sport Horses LLC at any location, I agree to assume full responsibility for any and all bodily injuries or damages which I may sustain at any time before, during or after receiving these services. The term "damages" means, for example, medical expenses; any losses incurred because of bodily injury or property damages and/or personal property damages. I, for my administrators, personal representatives, trustees, trust members, heirs, assigns and others acting on their behalf of and form any and all claims, demands, damages, actions, omissions, suits or causes of action (present and future), whether the same be known or unknown, anticipated and unanticipated, resulting from or arising out of my bodily injury or damage that may be sustained, or property damage which may occur at any time - now or in the future - as a result of engaging in any or all of The Activities at any location (except is such injury or damage is directly caused by the Stable's gross negligence or willful misconduct).
- b. **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.

3 INDEMNIFICATION

I also agree to indemnify and hold harmless Oakwood Sport Horses LLC, Victoria Kalvacev, Rhianna Gregory, and their respective officers, members, employees, agents, representatives, trustees, trust members, heirs, assigns and others acting on their behalf against all damages which are sustained or suffered by any third person(s) ("Third Persons" are any and all people who are not party to this Agreement, including but not limited to my relatives, guests, other stable visitor or patrons, etc.), including any and all injuries or damages whatsoever that I may cause, directly or indirectly, while engaging in any or all of The Activities at any time and at any location. This indemnification shall include reimbursement or Stable's reasonable attorney fees.

4 ASTM/SEI HEADGEAR

I agree to be fully responsible for my own safety at all times while on or off the Stable property or under Stable's discretion. Stable has advised me that, for my own protection, I should purchase and wear properly fitted and secured ASTM-standard / SEI-certified protective equestrian headgear for use when riding or when near equines. I am not relying on the Stable to provide a certified helmet for me, to check any helmet or helmet strap I may wear, or to monitor my compliance with this suggestion at any time - now or in the future. Helmets are required for anyone participating in any equine related activity, no exceptions.

5. EMERGENCIES

Emergency Contact #1

Name: _____

Relationship: _____

Phone: _____

Emergency Contact #2

Name: _____

Relationship: _____

Phone: _____

6. INDEPENDENT TRAINERS / RIDING INSTRUCTORS

I am aware that independent riding instructors, trainers or clinicians may occasionally do business on the Stable Property (with the Stable's advanced approval), but I understand that they operate as wholly independent businesses and do not have employment, partnership, joint venture, principle-agent or similar agreement with the Stable. This Waiver, Agreement and Liability Release is governed by the North Carolina law and is intended to be as broad and inclusive as North Carolina law permits. This document can only be modified in writing and signed by myself and Victoria Kalvacev on behalf of the table. Should any clause conflict with North Carolina law, only that clause will be null and void and the remainder of this document shall remain in full force and effect at all times, now and in the future. Should I breach this Waiver, Agreement and Liability Release or any activities that are undertaken pursuant to this document, shall be litigated in a State or Federal Court or proper jurisdiction located in or nearest to Chatham County, North Carolina. I represent that I am at or over the age of eighteen (18) years of age, I am of sound mind and am not suffering from shock or under the influence of alcohol, drugs or intoxicants. I have read the entire Waiver, Agreement and Liability Release and I fully understand it. I intend for this Waiver, Agreement and Liability Release to be valid and binding today and at all times in the future and that the information I have provided in this Waiver, Agreement and Liability Release is true and accurate.

7. PHOTO RELEASE

I understand that to be eligible to participate in programs at and within Oakwood Farm (Oakwood Sport Horses, LLC), both on property or off property, under the representation of services hosted by our farm representatives, agents, employees, etc. I consent to and authorize the use and reproduction by Oakwood Farm of any and all photographs and any other audiovisual or videotape materials taken of me/my child for promotional printed material, internet website, educational activities, exhibitions or for any other use for the benefit of the program. As such, I understand Oakwood Farm reserves the right to request immediate removal of any photos, audiovisual, or videotape materials from social media platforms, or risk the immediate removal from our program, with the understanding that split second imagery, audio, or visual representations may be misinterpreted or skewed at the detriment of our business and any agents involved or relating to our business.

This agreement is dated _____ day of _____, 20_____

Signature of Rider, Parent or Guardian

Print

Address

Telephone