

RELEASE OF LIABILITY FORM

THIS RELEASE OF LIABILITY made and entered into this the _____ day of _____, 20____, by and between Riverwood Therapeutic Riding Center, hereinafter designated as "the Company" and _____, hereinafter designated and "Participant"; and if Participant is a minor, Participant's parent or guardian

_____.

WITNESSETH:

WHEREAS, the Company is pleased to provide certain corporate services, including the use of its horses/ponies for certain specified designated occasion; and

WHEREAS, the Participant is desirous of availing himself/herself of such services.

NOW, THEREFORE, In consideration of the above and for good and valuable considerations the parties agree as follows:

1. Participant agrees to release the Company, its heirs, successors, employees, directors, officers, volunteers, staff, and agents, jointly and severally, from any and all claims, causes of action, injuries, damages, costs or expenses arising out of Participant's use of or presence upon the Company's property and facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damages, except if caused by the direct willful and wanton negligence of the Company. Further, Participant agrees to indemnify and save harmless the Company and its heirs, successors, from any costs, expenses, legal fees, which either may or at any time arise in connection with the use of the Company's property and/or facilities.
2. Participant agrees and understands that there are certain inherent risks involved in riding and does hereby agree to assume any and all risk involved in or arising from Participant's use of or presence upon the Company's property or facilities including without limitation, those based on death, bodily injury, property damage, including consequential damages, except if caused by the direct willful and wanton negligence of the Company.
3. Participant agrees to abide by any and all of the Company's rules and regulations as explained to or furnished by the Company to Participant.
4. The interpretation of this Agreement and enforcement of same shall be as interpreted by the laws of the State of North Carolina.
5. Participant and/or Participant's parent or guardian, as applicable, do hereby certify as attested by their signature below that they have read and understand the above Release and do enter into the same voluntarily without any duress or coercion whatsoever.
6. The terms and provisions of this Agreement shall inure to the benefit of the respective parties hereto, their heirs, successors, and assigns.

WARNING

Under North Carolina law, an equine activity sponsor or equine professional is not liable for 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. I have read and understand the NC Equine Activity Liability Law above:

RIVERWOOD THERAPEUTIC RIDING CENTER, INC.

BY: _____

Signature and Title of Riverwood Representative

Participant's Signature

Participant's Parent or Guardian
(If Participant is a Minor)

Address & Telephone of Participant:

