

# WAIVER AND RELEASE OF LIABILITY ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Because the NC State Fair Horse Show is allowing me, the undersigned, to participate in any capacity (including as a rider, driver, handler, longeur, lessee, owner, agent, coach, official, trainer or volunteer) at said show: I, for myself, and on behalf of my spouse, children, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors,, and assigns, hereby agree to and make the following contractual representations pursuant to this Agreement (the "Agreement"):

**A. RULES AND REGULATIONS:** I hereby agree to be bound and abide by the rules, regulations, and policies of the NC State Fair Horse Show, the NC State Fair and the State of North Carolina.

**B. ACKNOWLEDGMENT OF RISK:** I knowingly, willingly, and voluntarily acknowledge the inherent risks associated with the sport of equestrian and know that horseback riding and related equestrian activities are inherently dangerous, and that participation in these events involves risks and dangers including, without limitation, the potential for serious bodily injury (including broken bones, head or neck injuries), sickness and disease (including communicable diseases), trauma, pain & suffering, permanent disability, paralysis and death; loss of or damage to personal property (including my mount & equipment) arising out of the unpredictable behavior of horses; exposure to extreme conditions and circumstances; accidents involving other participants, event staff, volunteers or spectators; contact or collision with other participants and horses, natural or manmade objects; adverse weather conditions; facilities issues and premises conditions; failure of protective equipment (including helmets); inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the NC State Fair Horse Show organizers and competition management; and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks").

## **EQUINE ACTIVITY LIABILITY ACT WARNING:**

**CAUTION: HORSEBACK RIDING AND EQUINE ACTIVITIES CAN BE DANGEROUS.**

**RIDE AT YOUR OWN RISK.**

UNDER NORTH CAROLINA LAW, AN EQUINE ACTIVITY SPONSOR OR EQUINE PROFESSIONAL IS NOT LIABLE FOR ANY INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING EXCLUSIVELY FROM INHERENT RISKS OF EQUINE ACTIVITIES. CHAPTER 99E OF THE NORTH CAROLINA GENERAL STATUTES. STATE LAW REQUIRES EVERY HORSE ON THE GROUNDS TO SHOW A CURRENT NEGATIVE COGGINS

**C. ASSUMPTION OF RISK:** I understand that the aforementioned Risks may be caused in whole or in part or result directly or indirectly from the negligence of my own actions or inactions, the actions or inactions of others participating in the NC State Fair Horse Show, or the negligent acts or omissions of the Released Parties defined below, and I hereby voluntarily and knowingly assume all such Risks and responsibility for any damages, liabilities, losses, or expenses that I incur as a result of my participation in the NC State Fair Horse Show. I also agree to be responsible for any injury or damage caused by me, my horse, my employees or contractors under my direction and control at the NC State Fair Horse Show.

**D. WAIVER AND RELEASE OF LIABILITY, HOLD HARMLESS AND INDEMNITY:** In conjunction with my participation in NC State Fair Horse Show, I hereby release, waive and covenant not to sue, and further agree to indemnify, defend and hold harmless the following parties: Event participants (including athletes/riders, coaches, trainers, judges/officials, and other personnel), the Event owner, Horse Show Management Services, LLC, competition managers, the promoters, sponsors, or advertisers; any charity or other beneficiary which may benefit from the Event; the owners, managers, or lessors of any facilities or premises where the Event may be held; and all directors, officers, employees, agents, contractors, and volunteers of any of the aforementioned parties (Individually and Collectively, the "Released Parties" or "Event Organizers"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss, or expense (including court costs and reasonable attorney fees) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to my participation in the NC State Fair Horse Show, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties.

**E. COMPLETE AGREEMENT AND SEVERABILITY CLAUSE:** This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

**I HAVE CAREFULLY READ THIS DOCUMENT IN ITS ENTIRETY, UNDERSTAND ALL OF ITS TERMS AND CONDITIONS, AND KNOW IT CONTAINS AN ASSUMPTION OF RISK, RELEASE AND WAIVER FROM LIABILITY, AS WELL AS A HOLD HARMLESS AND INDEMNIFICATION OBLIGATIONS.**

By signing below, I (as the participant or as the Parent/Legal Guardian of the minor identified below) hereby accept and agree to the terms and conditions of this Agreement in connection with my (or the minor's) participation in the NC State Fair Horse Show. If, despite this Agreement, I, or anyone on my behalf or the minor's behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities as the result of such claim. The parties agree that this agreement may be electronically signed. The parties agree that the electronic signatures appearing on this agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

RIDER/DRIVER/HANDLER/VAULTER/LONGEUR OWNER TRAINER OFFICIAL STAFF VOLUNTEER COACH (IF APPLICABLE)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Parent/Guardian Signature: (Required if Rider/Driver/Handler/Vaulter/Longeur is a minor) \_\_\_\_\_

Date: \_\_\_\_\_

Print Parent//Guardian Name: \_\_\_\_\_ Emergency Contact Phone

No. \_\_\_\_\_

**ONE FORM NEEDED FOR EACH PARTICIPANT/STAFF INCLUDING GROOMS**