



Parent for Participant: “Activity” Liability Agreement and Risk Acknowledgement

1. Parties. The parties to this document are Hope Reins, a North Carolina non-profit corporation, (hereinafter “Hope Reins”) and _____ and _____ (hereinafter “Parent”), parent(s) or legal guardian(s) of _____ (hereinafter “Participant”).

2. Activities with Hope Reins. Hope Reins is a non-profit ministry that connects hurting children with rescued horses to find comfort, hope and healing. It serves children ages 5 to 18 who are struggling with hardship issues such as trauma, physical and/or emotional abuse, family addictions, loss or grief, chronic or life threatening illness, or who live in an otherwise at-risk environment. Activities for participants at or with Hope Reins may include but are not limited to riding horses, horseback riding lessons, grooming horses, working with and around horses while not mounted (“ground work”), farm chores, working in a garden and recreational activities such as fishing in a pond, campfires or woodworking projects. Parent believes that participating in such Activities will be of value to Participant and affirmatively desires that Participant be permitted to do so and specifically requests and consents to such participation.

3. Representations of Parent. Parent represents that she/he understands the nature of the Activities in which Participant will be taking part and is familiar with Participant’s health, abilities, and maturity level and represents that Participant can safely participate in those Activities. Parent has inspected the Hope Reins premises and facilities (or has had the opportunity to do so) and/or has in some other way satisfied him/her self that the condition of the premises and the facilities will provide an adequate and reasonable level of safety for Participant and Parent and any visitors they may bring onto the premises.

4. Responsibilities of Parent. Parent agrees to remain at the Hope Reins facility while Participant is participating in Activities and monitor the Activities from a distance and to immediately notify Hope Reins staff of any behavior or activities that may be potentially unsafe for Participant. Parent agrees to instruct Participant in the need to be aware of and follow such rules for safety as are attached or are subsequently provided to her/him, or posted. Parent acknowledges that Participant’s failure to follow safety rules or the directions of Hope Reins staff may put her/him at risk of, or increase the risk of, personal injury.

5. Apportionment of Liability and Indemnity. In consideration of Participant and Parent being allowed to participate in Activities with Hope Reins, use Hope Reins’ services or facilities, or be present on property used for its activities, Parent does agree to the following apportionment of legal liability. Parent agrees to hold harmless and release Hope Reins, its agents, volunteers, participants, employees, officers, representatives, assigns, affiliated organizations, insurers and others acting on Hope Reins' behalf from all claims, demands, causes of action, and legal liability arising out of Participant’s or Parent’s activities with Hope Reins or Participant’s or Parent’s presence on Hope Reins property, whether the same be known or unknown, anticipated or unanticipated, and even if due to negligence and/or another Participants' acts or omissions. Parent does further agree to waive all rights which may otherwise arise from an injury to Participant or Parent and shall not bring any claims, demands, legal actions or causes of action, against Hope Reins, those persons described above, 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 Hope Reins or Participant’s or Parent’s presence on Hope Reins property. Parent agrees to accept full responsibility for all damages, injuries, or loss of life to or caused by Parent or Participant, and to indemnify Hope Reins and all related parties described above, for any losses or expenses (including attorney fees) which they incur in connection with any claim related to Parent or Participant.

6. Risks and Hazards. 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 and ponies, 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 rider falls from a horse to the ground it will generally be at a distance of 3 ½ to 5 ½ feet, and the impact may result in injury to the rider. 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. The sounds of passing trucks and sirens at Hope Reins may frighten the horses. Electrically charged fencing is in use at various places at Hope Reins, including a “hot” strand of wire at the top of other types of fencing. Other risks are present in the Activities described above. Parent and Participant acknowledge these risks and state that they are not relying on Hope Reins to advise of all the risks.

7. Acknowledgement and Assumption of Risks. Parent acknowledges that Parent and Participant bear responsibility for their own safety and Participant should not participate in any Participant Activity unless (s)he and Parent are confident that (s)he can do so safely. Participation in Participant Activities with or conducted by or at Hope Reins constitutes a knowing and voluntary assumption of all risks associated with such

activities involving Hope Reins or being present on or using Hope Reins property (including but not limited to inherent risks and the risk of negligence by Hope Reins or others) which is a defense under North Carolina law to any claim for injury or damage, and a bar to recovery.

8. Helmet Use. Participant and Parent acknowledge that wearing a properly fitted and secured equestrian 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. Hope Reins makes no representations as to the condition, effectiveness or suitability of any helmet it may allow Participant to use. All helmet- related risks are assumed by Participant and Parent.

9. Visitors. Should Participant or Parent bring to Hope Reins any person who is not a party to an liability agreement with it, Parent agree(s) to educate him/her 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 in any way related to Hope Reins activities.

10. Other Terms. This document states the entire agreement between the parties as to liability and may not be changed, except in writing and signed by the parties. The benefits to this agreement, including the release of legal liability, waiver of rights, and covenant not to sue are intended to benefit others, including officers, managers, members, shareholders, employees, and agents of Hope Reins. This agreement shall be binding upon Hope Reins, Participant's Parent, and Participant's (and Parent's) heirs or estate, when signed by the parties. If any clause, phrase or word is in conflict with North Carolina law, then only that single part is null and void. This agreement and these acknowledgements shall remain in force until terminated by Participant's Parent through written notice to Hope Reins at the address above. The General Court of Justice Wake County, North Carolina shall be the exclusive venue for any litigation between Participant or Parent and the parties described above, relating to the activities of Hope Reins.

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

Parent
_____ Date _____

Hope Reins
By: _____ Date _____

Parent
_____ Date _____

Title/name: _____