



of Monroe NC (UCSC)

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

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOU UNDERSTAND IT AND AGREE TO ITS TERMS. BY SIGNING THIS AGREEMENT, YOU and or your CHILD ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGES, FOR ANY REASON, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE OF THE Union County Saddle Club of Monroe, hereby known as UCSC, volunteers or its members ("THE RELEASEES").

I, (state name below)

_____ on behalf of myself (or my minor child)

(Print First and Last Name) (Print Child's Name)

I Reside at _____ in _____,
_____. Street Address, City, State, Zip code

In consideration for allowing me (or my minor child) to handle, ride (their own) horse/s on UCSC grounds and on behalf of myself/my child I HEREBY:

1. Acknowledge that a (my) horse, without warning or any apparent cause, may buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's feet, push or shove a person; saddles or bridles may loosen or break – all

of which may cause the rider to fall or be jolted, and may result in serious injury or death.

2. ACKNOWLEDGE THAT HORSEBACK RIDING IS AN INHERENTLY DANGEROUS ACTIVITY AND INVOLVES RISKS THAT MAY CAUSE SERIOUS INJURY AND IN SOME CASES DEATH, due to the unpredictable nature and irrational behavior of horses, regardless of their training and past performance.

3. Voluntarily assume the risk and danger of injury or death inherent in the use of the horse, equipment and gear provided by me or trainer.

4. RELEASE, DISCHARGE AND PROMISE NOT TO SUE the UCSC, doing business under its nonprofit name, volunteers, or members (hereinafter the "Releasees"), for any loss, liability, damages, or cost whatsoever arising out of or related to any loss, damage, or injury (including death) to my person or property.

5. Release the Releasees from any claim that such Releasees are or may be negligent in connection with my riding experience or ability including but not limited to training or selecting horses, maintenance, care, fit or adjustment of saddles or bridles, instruction or riding skills or leading and supervising riders.

6. INDEMNIFY, AND SAVE AND HOLD HARMLESS the UCSC, discharges the releasees from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with either my use of (my) horse and any equipment or gear I provided.

7. The Undersigned expressly agrees that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by the State of North Carolina and is intended to be as broad and inclusive as is permitted by North Carolina Law (RIDE AT YOUR OWN RISK), and that in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

8. Acknowledge that this document is an agreement and agree that if a lawsuit is filed against the UCSC, discharges the releasees for any injury or damage in breach of this agreement, the Undersigned will pay all attorney's fees and costs incurred by the UCSC in defending such an action.

9. State that I am not pregnant and that I have no history of epileptic seizures, heart condition or any other medical problem that could be affected by horseback riding.

10. IT IS REQUIRED THAT ALL RIDERS UNDER 18 MUST WEAR A HELMET. IT IS MY UNDERSTANDING THAT A HELMET MUST BE PROVIDED BY MYSELF or TRAINER. IF YOU ARE OVER 18, IT IS HIGHLY RECOMMENDED THAT YOU WEAR HELMET (REQUIRED for all ages in Hunters, Dressage and Combined Training). IF YOU DECLINE, PLEASE INITIAL BELOW.

I decline to wear a helmet (please initial below): _____.

11. If the person who is to enter into this Agreement is less than eighteen (18) years of age, his/her parent or guardian must read this Agreement and sign below on behalf of the minor.

I have read and signed this entire Release of Liability Document. I understand this is a promise not to sue UCSC and to release the UCSC and its members for all claims. I have made a free and deliberate choice to sign this Release and Waiver as a condition to Releaseses allowing me or my child to ride or handle (my) horse on UCSC property. I have concluded that the risks involved, and the release and waiver of liability is worth the pleasure of horseback riding, experience, and or showing.

SIGN BELOW

PRINT NAME

DATE

PHONE NUMBER

EMAIL ADDRESS
