



**Release, Waiver, Hold Harmless, and Indemnification**

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Emergency Contact**

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Released Parties:**

DJ Crawford Farms, LLC  
Kingfisher Park Equestrian LLC  
Hugh N. Wrigley  
Diana J. Crawford  
and others as further defined below

**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.



## **Terms and Conditions of Agreement:**

I am signing this Release, Waiver, Hold Harmless, and Indemnification Agreement (the "Agreement") as a participant, spectator, visitor, guest, client, lessee, licensee, or potential purchaser (collectively, a "Participant") for good and valuable consideration, receipt of which is hereby acknowledged.

I agree that engaging in equine activities under this Agreement includes, but is in no way limited to, those defined in the North Carolina Equine Activity Liability Statute (Chapter 99E of the North Carolina General Statutes) and include, without limitation, riding another's horse, petting, leading, mounting, feeding, watching, transporting, and otherwise interacting with or merely being in the vicinity of horses (collectively "Equine Activities").

1. **Assumption of Risk:** I understand and accept the risks of being in the vicinity a horse or pony (together, a "horse") and of engaging in mounted or unmounted Equine Activities, including without limitation:
  - a. the possibility of a horse behaving in ways that may result in injury, harm, or death to persons on or around them (examples: jump, run, kick, buck, bolt, spin, rear up, strike, bite, stumble, fall, etc.);
  - b. the unpredictability of a horse's reaction to such things as sounds (examples: those produced by machinery, equipment, doors, snow and ice falling, rain, wind, thunder, voices, etc.), sudden movements, unfamiliar objects, persons, or other animals (examples: ground poles, jumps, cross-country obstacles, cones, flowers, flags, golf carts, mini-bikes, whips, bats, etc.);
  - c. certain hazards such as surface and subsurface conditions which may not be obvious to me or other persons, whether such hazards are known or unknown or reasonably discoverable by the Released Parties (as defined below);
  - d. the possibility of collisions with other horses or objects that can be reasonably foreseen as a result of normal horse activities (examples: ground poles, jumps, cross-country obstacles); and



- e. the possibility that I might negligently contribute to my own injury or that of others, including, without limitation, by failing to maintain control over a horse, or undertaking activities beyond my ability.

I understand that injuries, death, loss (both personal and property), and property damage that may result from the accepted risks of engaging in Equine Activities, that horses are powerful and have the potential to be dangerous, even without warning, and that the risks listed in this Agreement are just a sampling and I am not relying on the Released Parties to list all possible horse-related risks.

2. **Responsibilities:** I therefore agree that:

- a. I understand and agree to assume the risks and dangers inherent in Equine Activities;
- b. I will follow posted signs and rules at all times;
- c. I will at all times to be responsible for my personal safety. In particular, whenever I ride, I will wear a properly fitted certified SEI/ASTM safety approved hard hat with a harness fastened and a hard sole shoe with heel; and
- d. I will remain financially responsible for my medical expenses.

3. **Waiver:** I hereby waive my right to any claims arising from participation in or observation of Equine Activities, whether on or off the property where any particular horse is stabled and/or transported to, or merely being present on real property owned, leased, rented, borrowed, visited, or otherwise occupied or utilized by any of the following, collectively defined as the "Released Parties":

DJ Crawford Farms, LLC  
Kingfisher Park Equestrian LLC  
Diana J. Crawford  
Hugh N. Wrigley

and their respective heirs, agents, trustees, beneficiaries, employees, working students, volunteers, independent contractors, trainers, clinicians,



guests, visitors, invitees, members, managers, any other owners of any facility where relevant Equine Activities are conducted, and all others acting on their behalf, regardless of whether my presence on such real property is related to horses or Equine Activities.

4. **Release, Hold Harmless, Indemnification:** I hereby release the Released Parties from, and agree to hold them harmless against, any liability arising from or in relation to any illness or injury to my person, my death, or any damage to my property or other loss incurred by me (collectively, "Loss") as a Participant.

I agree to defend and indemnify the Released Parties from and against any Loss arising from or related to my engagement in Equine Activities as a Participant, whether caused in whole or in part by me, even if such Loss is caused in whole or in part by the negligence or other fault of the Released Parties.

5. **Governing Law and Time Limitation:** This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina. All disputes relating to the interpretation and enforcement of this Agreement shall be resolved exclusively by the state court in Iredell County, North Carolina. I hereby submit to the jurisdiction and venue of the Court for such purpose. I agree that any and all claims and/or causes of action for Loss by me against the Released Parties must be brought within one (1) year of the date accrued and any claim for personal property Loss is limited to \$500 (Five Hundred Dollars).

6. **Attorneys' Fees:** I agree to reimburse the Released Parties for any and all attorneys' fees and costs incurred by them in enforcing the terms of this Agreement and/or in defending or prosecuting any claims or causes involving, or in any way relating to, me.

7. **Participant Certification:** I certify that I have read this entire Agreement and that I understand, agree, and intend on my own behalf, as well as on behalf of my spouse, heirs, agents, representatives, relatives, successors, and assigns, as applicable, to be bound by all of the terms and conditions contained herein.



**Participant**

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

Printed Name: \_\_\_\_\_

**Accepted by Kingfisher Park Equestrian, LLC  
3270 Jackson Road, Mooresville NC 28115**

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

Printed Name: \_\_\_\_\_