



## Waiver and Release of Liability

(to be signed by any Participant in Equine Activities and any person on CHE premises)

For purposes of this Waiver and Release of Liability of Chapel Hill Equestrian refers to Chapel Hill Equestrian, with locations at 6690 Alexander Drive, Chapel Hill, NC 27514 and McKee School Road, Hillsborough, NC 27278, including its owners, directors, agents, contractors, and employees (paid or volunteer) and any other and all persons, firms, corporations, owners and lessees of any property or land on which Equine Activities are conducted, and will collectively be referred to as CHE.

The Undersigned, \_\_\_\_\_

\_\_\_\_\_ (name all who will ride or handle horses or be engaged in Equine Activities at CHE, or any person on premises of CHE)

- a. Do voluntarily participate in Equine Activities or voluntarily are present on premises of CHE;
- b. Do understand that CHE requires all riders wear an ASTM/SEI approved riding helmet;
- c. Do understand that equines behave in ways that may result in injury, harm, or death to persons on or around them, and act in unpredictable ways to sounds, sudden movement, or unfamiliar objects, persons or other animals;
- d. Do understand the hazards associated with surface and subsurface conditions on which the equine travels;
- e. Do understand and recognize risks associated with being on the premises of CHE, including, but not limited to, loose boards, loose nails, sharp objects, electric fences, mechanical equipment, gas and electric powered equipment, tools, farm animals, vehicular traffic, unlocked horse trailers, heavy items, power lines, and open creeks with variable water levels;

- f. Do understand and agree that all guests, family members or acquaintances of them must fill out and sign this Waiver and Release of Liability document; and
- g. Are familiar with North Carolina General Statute 99E that states 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 risk of those equine activities.

The undersigned hereby, acknowledges, understands and voluntarily assumes the risk of Equine Activities (defined below) and holds CHE harmless for an injury to or the death of a Participant in equine activities, or for personal property damage resulting from their participation in equine activities.

The undersigned further agrees that he or she will not maintain an action against or recover from CHE, for injury, loss, damage or death or for personal property damage resulting from Equine Activities.

The undersigned agrees to hold CHE harmless and not liable for personal injury or property damage resulting from all activities *other* than Equine Activities, while present on the premises of CHE, whether they are business invitees, trespassers, or guests of CHE.

Equine Activities is broadly defined under NC Statute and include, but not limited to, the following activities applicable to CHE:

1. Shows, fairs, competitions, performances
2. Equine disciplines such as dressage, hunter and jumpers, trail riding
3. Equine care including catching, leading, grooming, treating, evaluating or teaching
4. Boarding equines
5. Riding, inspection or evaluation of an equine that belongs to another.
6. Rides, trips, hunts however informal or impromptu
7. Being in physical proximity to an equine and subject to dangers and conditions that are an integral part of the activities described above

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Person on CHE Premises (Participant or Guest)

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Date