

Triangle Farms, Inc.

**Barn Location:
3301 Silver Water Lane
Wake Forest, NC 27587**

LIABILITY WAIVER, RELEASE, HOLD HARMLESS AND RISK ACKNOWLEDGEMENT AGREEMENT

WARNING:

**UNDER NORTH CAROLINA LAW, AN EQUINE OR FARM ANIMAL ACTIVITY SPONSOR
OR AN EQUINE OR FARM ANIMAL PROFESSIONAL IS NOT LIABLE FOR
AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE OR FARM ANIMAL
ACTIVITIES RESULTING EXCLUSIVELY FROM THE INHERENT RISKS OF
EQUINE AND FARM ANIMAL ACTIVITIES.
CHAPTER 99E OF THE NORTH CAROLINA GENERAL STATUTES**

1. **Parties.** The parties to this **LIABILITY WAIVER, RELEASE, HOLD HARMLESS AND RISK ACKNOWLEDGMENT AGREEMENT** (the "Agreement") are **Triangle Farms, Inc.**, a North Carolina Corporation and their respective shareholders, officers, directors, trustees, beneficiaries, agents, employees, representatives, assigns, affiliated individuals or organizations (whether nonprofit or for profit), insurers and others acting on behalf of any of them (all of which entities and individuals being collectively referred to herein as the "Farm"), and

a boarder or lessee of a horse boarded at the Farm (as defined below) or an employee or independent contractor or student or visitor of or to the Farm or a guest of any of the foregoing (all such individuals being collectively referred to herein as a "Participant").

2. **Participation in Farm Program(s).** In exchange for Participant's acceptance of the terms of this Agreement and his or her signature hereon acknowledging same, the Farm agrees to permit Participant to be present on the Farm located at **3301 Silver Water Lane, Wake Forest, North Carolina 27587** (the "Farm").

3. **Nature of Equestrian and Farm Animal Activities.** Numerous obvious and non-obvious risks are inherent and always present in horseback riding and other equestrian-related and other farm animal-related activities, despite all safety precautions. By way of example and not limitation, horses, ponies and other farm animals may, among other things, stop short, suddenly change direction or speed, shift their weight from side to side, trip, fall, buck, spit, rear, bite, kick or run from what they perceive (correctly or incorrectly) as danger. These enumerated and related or similar risks, as well as the more general farm risks described in paragraph 4 below, among others, exist for anyone who is in close proximity to a horse or other farm or wild animal, whether mounted or on the ground.

Participant acknowledges these and similar or related risks and affirmatively states that he or she is not relying on the Farm to advise him or her of all possible risks.

4. **Nature of Farm Activities.** Numerous obvious and non-obvious risks are inherent and always present in a farm setting, despite all safety precautions. In addition to the risks related to equines and equestrian activities and other farm animal activities and farm activities in general some of which are detailed in paragraph 3 above, there are other risks present. By way of example and not limitation, (a) electric fencing and farm equipment is used regularly around the Farm and can give rise to risks associated with electric fencing and the operation of heavy equipment; (b) farm animals such as horses, llamas, ostriches, alpacas, chickens, roosters, cats, dogs, cows and goats, among others, as well as wild animals naturally present in rural settings such as raccoons, foxes, deer, bobcats, coyotes, beavers, geese, groundhogs, wild turkeys, skunks, opossums and bears, among others, and such are unpredictable and can chase, attack, scratch, bite and injure humans and/or other animals present on the Farm, (c) fertilizers, pesticides and animal medications are present on

the Farm and can cause property damage or personal injury to humans and animals if encountered, handled or misused; (d) all types of insects, rats, snakes, spiders and other pests and vermin may at any time be present on the Farm and can cause property damage and personal injury to humans and other animals; (e) ponds, creeks and other water features on the Farm can present safety hazards, including risk of drowning or other water associated risks; (f) uneven terrain, ditches, sinkholes, deep mud, dead trees, fallen trees and other associated risks; and (g) any and all other potential risks that may be associated with the operation of an agricultural, equestrian, commercial or residential facility.

Again, Participant acknowledges these and similar or related risks and affirmatively state that they are not relying on the Farm to advise them of all possible risks.

5. Waiver, Release and Indemnification. *In consideration for Participant's ability to board a horse at the Farm, use and/or be present at the Farm, Participant agrees, to the extent permitted by law, to release and hold harmless the Farm from all losses, claims, demands, causes of action and legal liability (collectively, "Losses") related to Participant's (or Participant's horse's or his or her other animals' presence at the Farm, if applicable) whether the same be known or unknown, anticipated or unanticipated, foreseeable or unforeseeable, and even if such Losses are the result of the negligence and/or acts or omissions of the Farm or other individuals present on the Farm.*

Participant further agrees to waive all claims which may otherwise arise from an injury to Participant while using or being present at the Farm or any activity or program offered by the Stable and shall not pursue any claims, demands or causes of action against the Farm for any economic or non-economic losses due to Participant's bodily injury, death or property damage arising out of the activities and programs offered by the Farm or Participant's use of or presence at the Farm.

Participant agrees to be responsible for any and all damages, injuries and/or loss of life caused by Participant (or caused by a horse owned by or in the care, custody or control of Participant or any other animal brought to the Farm by Participant) and to indemnify the Stable from any losses or expenses, including but not limited to attorneys' fees, which the Stable incurs in connection with any such damages, injuries and/or loss of life.

6. Assumption of Risk. Participant acknowledges that failure to follow the Farm's rules and/or the directions of the Farm's staff may put him or her (or his or her horse or other animal, if applicable) at risk of, or increase the risk of, injury or death. Participant acknowledges that he or she, as the case may be, bears the responsibility for Participant's safety and Participant should not participate in any equestrian or farm activity unless he or she is confident that Participant can do so safely. Participation in equestrian or farm activities at or with the Farm constitutes a knowing and voluntary assumption of all risks associated with such activities and those associated with being present at the Farm's facilities, including but not limited to inherent risks and the risk of negligence by the Farm or others. This assumption of risk is intended to operate as a bar to recovery for any claim for property damage, injury or death.

7. Helmet Requirement. The Farm requires that if Participant is ever riding any horse or other animal at the Farm that Participant provide and wear his or her own properly fitting ASTM/SEI certified riding helmet. Participant acknowledges that wearing a properly fitted and secured equestrian riding helmet which meets or exceeds the quality standard of the SEI Certified ASTM Standard F1163 while riding, mounting, dismounting and being near horses or other animals **may** reduce the severity of head injuries sustained or prevent death as the result of a fall or other occurrence. The Farm makes no representation as to the condition, effectiveness or suitability of any helmet used by Participant. Participant further assumes all helmet related risks. It is also required that anyone riding at the Farm or in close proximity to equines on the Farm wear closed-toed shoes or boots with a hard sole and heel.

8. Guests. Participant understands he or she is not permitted to bring a guest who has not executed this Agreement to the Farm. However, should Participant bring to the Farm's facilities an individual who has not executed a copy of this Agreement, Participant shall educate the guest as to the risks described herein, supervise the guest, be solely responsible for the safety of the guest, be responsible for any property damage, personal injury or loss of life caused by or suffered by such guest and further indemnify the Farm from any losses or expenses, including but not limited to attorneys' fees, which the Farm incurs in connection with any such damages, injuries and/or loss of life caused by or suffered by such guest.

9. **Permission to Treat.** Participant understands that the Farm does not normally administer medications to animals and will typically do so only when directed in writing by Participant. However, in the unexpected event of a medical emergency, Participant agrees that the employees or agents of the Stable have Participant's permission to provide, seek and authorize veterinary or farrier attention and services, including but not limited to first aid or emergency veterinary or farrier services, for the Participant or for any veterinary or farrier attention or services for any horse or other animal owned, leased or in the care of the Participant. Further, Participant agrees that the Farm shall bear no liability in connection with its provision and authorization of such veterinary and farrier attention and services and **Participant shall be solely responsible for any costs associated with such veterinary and farrier services.**

10. **Barn Rules.** Participant understands and agrees that he or she must at all times abide by the Barn Rules which are from time to time promulgated by the Farm. The Barn Rules are intended to keep Participants and others on the Farm safe from harm and failing to abide by the Barn Rules can potentially endanger the Participants and others on the Farm.

11. **Dogs/Other Pets.** Farm owner's dogs are permitted on the Farm but are not to be left unattended at any time. Participant understands and agrees that only residents of the Farm, boarders of horses on the Farm or lessees of horses boarded on the Farm are permitted to bring leashed, non-dangerous, trained, well-mannered dogs with no history of causing property damage or personal injury to the Farm; and that no other pets may be brought on the Farm by any person. If a Participant or a guest of a Participant fails to abide by these requirements and brings a dog or other animal onto the Farm and as a result an injury, property damage and/or loss of life occurs, Participant shall indemnify and hold the Stable harmless from and against any losses or expenses, including but not limited to attorneys' fees, which the Stable incurs in connection with any such damages, injuries and/or loss of life.

12. **Miscellaneous.** This Agreement: (a) contains the entire agreement between Participant and the Farm and supersedes all prior written or oral understandings among the same regarding the terms hereof; (b) may not be amended or modified except in a writing signed by Participant and an authorized representative of the Stable; (c) shall be construed and enforced in accordance with the laws of the State of North Carolina; (d) has been carefully reviewed and is fully understood by the Participant and, if desired, has been reviewed by Participant's independent counsel; (e) shall be binding upon the Farm, Participant and their successors, assigns, heirs and personal representatives; and (f) shall be for the benefit of the Farm. Participant and the Farm both irrevocably consent to the jurisdiction of the courts of Wake County, North Carolina as the appropriate venue for the resolution of any disputes which may arise hereunder. When the contexts in which words are used in this Agreement indicate that such is the intent, words in the singular shall include the plural and vice versa. The Parties further agree that if any paragraph or part of this Agreement is found to be void or unenforceable, the remainder of this Agreement shall not be affected by such a finding.

PARTICIPANT:

Signature

Address

Printed Name

Date

Cell Phone

Email

FARM:
Triangle Farms, Inc., a North Carolina Corporation

By: _____
Joan M. Petty, President

Date

By: _____
Cam Womble, Manager/Trainer

Date