

**EQUINE RIDING and/or DRIVING and/or TRAINING INSTRUCTION AGREEMENT  
LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT [FOR INDIVIDUALS]**

**Uplands Reach Conference Center (hereinafter referred to as URCC)  
P.O. Box 830, Millers Creek, NC 28651 / www.uplandsreach.org / 336.667.7177**

**Read carefully and complete all sections before signing.**

**A. REGISTRATION OF STUDENT AND AGREEMENT PURPOSE:** I, the following listed individual, and the parents or legal guardians thereof if a minor, do hereby voluntarily agree to participate in equine related instruction as a student of URCC, and that I will either utilize my own horse or school horses provided by URCC for instruction purposes.

STUDENT NAME (please print)	AGE (if under 18)	WEIGHT Over 240#?	HORSE HANDLING/RIDING EXPERIENCE (Check one that applies.)
1.	2. Age _____ 2. Date of Birth _____	4. Yes _____ NO _____	5. _____ Beginner (under 10 hours) _____ Over 10 hours
6. Does this student have any physical or mental conditions which may affect his/her safety and ability to ride, drive, and/or train a horse? (circle one) YES / NO			
7. If you circled YES, how can we help this student with his/her special needs?			
8. MEDICAL INSURANCE: I/we agree that should medical treatment be required, I and/or my medical insurance company shall pay for ALL such incurred expenses. My medical insurance company is _____ My policy number _____ <input type="checkbox"/> I do not carry medical insurance.			

**B. AGREEMENT SCOPE AND TERRITORY DEFINITIONS:** This agreement shall be legally binding upon me the registered student, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the state and county of URCC's physical location. This agreement is intended to be valid and binding at all times now and in the future when URCC permits me (directly or indirectly) to enter URCC's property, be on URCC's property, be near any horse, receive riding and/or driving and/or training instruction or guidance from its associations and/or when I ride and/or drive and/or train and/or am near horses on or off of URCC's property. Any disputes by the rider shall be litigated in, and venue shall be the county in which URCC is physically located. This agreement is intended to be as broad and inclusive as the law permits. If any clause, phrase, or word is in conflict with the state law, then that single part is null and void. The terms "HORSE" and "EQUINE" herein shall refer to all equine species. The terms "I," "WE," "ME," and "MY" shall herein refer to the above registered student and the parents or legal guardians thereof if a minor.

**C. INHERENT RISKS / ASSUMPTION OF RISKS:** I/we acknowledge that risks, conditions, and dangers are inherent in (meaning an integral part of) horse/equine/animal activities, regardless of all feasible safety measures which can be taken, and I agree to assume them. The inherent risks include, but are not limited to any of the following: The propensity of an animal to behave in ways that may result in injury, harm, death, or loss to persons on or around the animal; The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; Hazards, including, but not limited to, surface or subsurface conditions; A collision, encounter and/or confrontation with another equine, another animal, a person, or an object; The potential of an equine activity participant to act in a negligent manner that may contribute to injury, harm, death, or loss to the participant or to other persons, including but not limited to, failing to maintain control over an equine and/or failing to act within the ability of the participant. 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 horse to ground it will generally be at a distance of from 3 1/2 to 5 1/2 feet, and the impact may result in harm to the rider. Horseback riding, driving, and training are activities in which one much smaller, weaker predator animal (the human) tries to impose its will on, and become one unit of movement with, another much larger, stronger prey animal that has a mind of its own (the horse) and each has a limited understanding of the other. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: stopping short, spinning around, changing directions and/or speed at will, shifting its weight, bucking, rearing, kicking, biting, and/or running from danger. I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on URCC to list all possible risks for me.

**D. CONDITIONS OF NATURE WARNING, UNFAMILIAR AND SUDDEN SIGHTS, SOUNDS AND MOVEMENTS WARNING, AND INSPECTION OF PREMISES:** I/we acknowledge that URCC is not responsible for total or partial acts, occurrences, or elements of nature and/or sudden and/or unfamiliar sights, sounds and/or sudden movements that can scare a horse, cause it to fall, or react in some other unsafe way. Some examples are thunder, lightning, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, or fly near, or bite or sting a horse or person; and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape. I also understand that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on URCC to list all possible conditions for me. The student and parent or legal guardian have inspected URCC's facilities and are satisfied that all premise conditions are reasonably safe for this student's intended purpose, usage, and presence upon URCC's premises.

**E. SADDLE GIRTHS / NATURAL LOOSENING WARNING:** I/we acknowledge that saddle girths (fastener straps around horse's belly) may loosen during riding. Students must alert the instructor or attendant of any girth looseness so action can be taken to avoid slippage of saddle and the potential for the rider to fall from the horse.

**F. PROTECTIVE HEADGEAR / HELMET WARNING:** I/we agree that I for myself and on behalf of my child and/or legal ward have been fully warned and advised by URCC that protective headgear/helmet, which meets or exceeds that quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet, should be worn while riding and/or driving and/or training and/or being near horses, and I understand that the wearing of such headgear/helmet at these times may reduce severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as the result of a fall and other occurrences. I am not relying on URCC and/or its associates to provide a certified helmet for me or to check any headgear/helmet or headgear/helmet strap that I may wear, or to monitor my compliance with this suggestion at any time nor or in the future.

**G. LIABILITY RELEASE:** I/we agree that in consideration of URCC allowing my participation in this activity, under the terms set forth therein, I, the STUDENT, for myself and on behalf of my child and/or legal wars, heirs, administrators, personal representatives or assigns, do agree to release, hold harmless, and discharge URCC, its owners, agents, employees, staff, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations, and insurers, and others acting on their behalf (hereinafter, collectively referred to as "Associates"), of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to URCC's and/or its associates' ordinary negligence or legal liability; and I do further agree that except in the event of URCC's gross negligence and/or willful and/or wanton misconduct, I shall not bring any claims, demands, legal actions, and causes of action, against URCC and its associates as stated above in this clause, for any economic and non-economic losses due to bodily injury and/or death and/or property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of URCC, to include while riding, driving, training, handling, or otherwise being near horses owned by me or owned by URCC, or in the cars, custody or control of URCC, whether on or off the premises of URCC, but not limited to being on URCC's premises.

**(CONTINUED ON REVERSE)**

**H. EQUINE ACTIVITY LIABILITY ACT [EALA] WARNING OR LANGUAGE:** [This clause applies only for operations located in these states: AL, AZ, CO, DE, FL, GA, IL, IA, IN, KY, KS, LA, ME, MA, MI, MS, MO, NE, NC, OH, OK, OR, PA, RI, SC, SD, TX, TN, UT, VA, VT, VW, and WI.] I/we acknowledge that I have reviewed this state's EQUINE ACTIVITY LIABILITY ACT WARNING OR LANGUAGE (see below), a copy of which is attached hereto and incorporated as if fully set forth herein.

**North Carolina Chapter 99E. Special Liability Provisions.  
Article 1. Equine Activity Liability.**

**Summary:**

This act stipulates that an equine sponsor or equine professional, or any other person, including corporations and partnerships, are immune from liability for the death or injury of a participant, which resulted from the inherent risks of equine activities. However, there are exceptions to this rule: a person, corporation, or partnership will be held liable for injuries of an equine activity participant if he or she displays a willful and wanton or intentional disregard for the safety of the participant and if he or she fails to make reasonable and prudent efforts in ensuring the safety of the participant.

**§ 99E-1. Definitions**

As used in this Article, the term:

- (1) "Engage in an equine activity" means participate in an equine activity, assist a participant in an equine activity, or assist an equine activity sponsor or equine professional. The term "engage in an equine activity" does not include being a spectator at an equine activity, except in cases in which the spectator places himself in an unauthorized area and in immediate proximity to the equine activity.;
- (2) "Equine" means a horse, pony, mule, donkey, or hinny.;
- (3) "Equine activity" means any activity involving an equine.;
- (4) "Equine activity sponsor" means an individual, group, club, partnership, or corporation, whether the sponsor is operating for profit or nonprofit, which sponsors, organizes, or provides the facilities for an equine activity. The term includes operators and promoters of equine facilities.;
- (5) "Equine professional" means a person engaged for compensation in any one or more of the following: a. Instructing a participant; b. Renting an equine to a participant for the purpose of riding, driving, or being a passenger upon the equine; c. Renting equipment or tack to a participant; d. Examining or administering medical treatment to an equine; e. Hoof trimming or placing or replacing horseshoes on an equine; (6) "Inherent risks of equine activities" means those dangers or conditions that are an integral part of engaging in an equine activity, including any of the following: a. The possibility of an equine behaving in ways that may result in injury, harm, or death to persons on or around them; b. The unpredictability of an equine's reaction to such things as sounds, sudden movement, unfamiliar objects, persons, or other animals; Inherent risks of equine activities does not include a collision or accident involving a motor vehicle.;
- (7) "Participant" means any person, whether amateur or professional, who engages in an equine activity, whether or not a fee is paid to participate in the equine activity.

**§ 99E-2. Liability**

- (a) Except as provided in subsection (b) of this section, an equine activity sponsor, an equine professional, or any other person engaged in an equine activity, including a corporation or partnership, shall not be liable for an injury to or the death of a participant resulting from the inherent risks of equine activities and, except as provided in subsection (b) of this section, no participant or participant's representative shall maintain an action against or recover from an equine activity sponsor, an equine professional, or any other person engaged in an equine activity for injury, loss, damage, or death of the participant resulting exclusively from any of the inherent risks of equine activities.
- (b) Nothing in subsection (a) of this section shall prevent or limit the liability of an equine activity sponsor, an equine professional, or any other person engaged in an equine activity if the equine activity sponsor, equine professional, or person engaged in an equine activity does any one or more of the following:
  - (1) Provides the equipment or tack, and knew or should have known that the equipment or tack was faulty, and such faulty equipment or tack proximately caused the injury, damage, or death.
  - (2) Provides the equine and failed to make reasonable and prudent efforts to determine the ability of the participant to engage safely in the equine activity or to safely manage the particular equine.
  - (3) Commits an act or omission that constitutes willful or wanton disregard for the safety of the participant, and that act or omission proximately caused the injury, damage, or death.
  - (4) Commits any other act of negligence or omission that proximately caused the injury, damage, or death.
- (c) Nothing in subsection (a) of this section shall prevent or limit the liability of an equine activity sponsor, an equine professional, or any other person engaged in an equine activity under liability provisions as set forth in the products liability laws.

**§ 99E-3. Warning Required**

- (a) Every equine professional and every equine activity sponsor shall post and maintain signs which contain the warning notice specified in subsection (b) of this section. The signs required by this section shall be placed in a clearly visible location on or near stables, corrals, or arenas where the equine professional or the equine activity sponsor conducts equine activities. The warning notice specified in subsection (b) of this section shall be designed by the Department of Agriculture and Consumer Services and shall consist of a sign in black letters, with each letter to be a minimum of one inch in height. Every written contract entered into by an equine professional or by an equine activity sponsor for the providing of professional services, instruction, or the rental of equipment or tack or an equine to a participant, whether or not the contract involves equine activities on or off the location or site of the equine professional's or the equine activity sponsor's business, shall contain in clearly readable print the warning notice specified in subsection (b) of this section.
- (b) The signs and contracts described in subsection (a) of this section shall contain the following warning notice: "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."
- (c) Failure to comply with the requirements concerning warning signs and notices provided in this Article shall prevent an equine activity sponsor or equine professional from invoking the privileges of immunity provided by this Article.

Added by S.L. 1997-376, § 1, eff. Jan. 1, 1998.

**All participants and parents/legal guardians must sign below after reading this entire document.**

**SIGNER STATEMENT OF AWARENESS**

I/WE, THE UNDERSIGNED, REPRESENT THAT I/WE HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT, I/WE UNDERSTAND THAT BY SIGNING THIS DOCUMENT I AM GIVING UP RIGHTS TO SUE TODAY AND IN THE FUTURE. I/WE ATTEST THAT ALL FACTS ARE TRUE AND ACCURATE. I AM SIGNING THIS WHILE OF SOUND MIND AND NOT SUFFERING FROM SHOCK, OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS.

SIGNATURE OF PARTICIPANT (If participant is 18 years of age or older.)

DATE

SIGNATURE OF PARENT/GUARDIAN (If participant is under 18 year of age.)

DATE

MAILING ADDRESS

HOME PHONE #

WORK PHONE #

PERSON TO CONTACT IN CASE OF EMERGENCY

RELATIONSHIP TO PARTICIPANT

PHONE NUMBER