

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

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOU UNDERSTAND IT AND AGREE ON ITS TERMS. BY SIGNING THIS AGREEMENT, YOU AND YOUR CHILD ARE GIVING UP PERTAIN 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 DEVOTE PERFORMRANCE HORSES, ITS OWNER, EMPLOYEES, AND VOLUNTEERS. ("THE RELEASEES")

I, _____ on behalf of myself (and my minor child) _____
[Print First and Last Name] [Print Child's Name]

reside at _____ in _____, _____, _____.
[Street Address] [City] [State] [Zip]

1. **Acknowledge that a horse, pony, or mule may, without warning or any apparent cause,** buck, stumble, fall, rear, bite, kick, run, make unexpected movements, spook, jump obstacles, step on a person's feet, push or shove a person, saddles or bridles may loosen or break, all which may cause the rider to fall or be jolted, resulting in serious injury or death.

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

3. **Voluntarily assume the risk and danger of injury or death** inherent in the use of the horse, equipment and gear provided to me by DeVote Performance Horses or Mallory Giebink hereinafter referred to as the Stable.

4. **RELEASE, DISCHARGE AND PROMISE NOT TO SUE** the Stable, doing business under its own name or any other name and/or any of its owners, officers, employees and agents (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 of riding skills or leading and supervising riders.

6. **INDEMNIFY, AND SAVE AND HOLD HARMLESS** the stable, instructors, its employees volunteers and agents from and against any loss, liability, damage, or cost that may incur arising out of or in any way connected with either my use of the horse and any equipment or gear provided therewith or any acts or omissions of employees volunteers or agents.

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 a contract** and agree that if a lawsuit is filed against the Stable, or its owner, employees, volunteers, or agents for any injury or damages in breach of this contract, the Undersigned will pay all attorney's fees and costs incurred by the Stable in defending such an action.

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

10. **IT IS RECOMMENDED THAT ALL RIDERS WEAR PROTECTIVE HELMET. ALL RIDERS UNDER THE AGE OF EIGHTEEN (18) YEARS OF AGE MUST WEAR A PROTECTIVE HELMET.**

I decline to wear a helmet (if over 18 years of age): _____
[Initials]

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 the behalf of the minor.

I have read this entire Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement. I understand it is a promise not to sue and release the stable, its owners, employees, volunteers and agents for all claims. I have made a free and deliberate choice to sign this Release and Waiver as a condition to Releasees allowing me or my child to ride or handle a horse. I have concluded that the risks involved and the release and waiver of liability is worth the pleasure of horseback riding experience.

[Name]

[Signature]

[Date]