



## Release and Waiver of Liability, Assumption of Risk, Parental Consent, and Indemnity Agreement

**\*\*\* READ CAREFULLY AND SIGN BELOW \*\*\***

In consideration of myself and/or my minor child being permitted to participate in horseback riding, care and maintenance and other equestrian programs and activities (hereinafter, **ACTIVITIES**) sponsored and/or conducted by [Hammond Enterprises, LLC] d/b/a My Farm Camps, and its officers, managers, employees, independent contractors and agents, specifically including but not limited to Kenneth C. and Denise H. Hammond and Brett A. and Ashley R. Bolick (hereinafter, the **RELEASED PARTIES**), I agree as follows:

1. I understand that participation in the **ACTIVITY** is voluntary and optional, and that we are free to leave and/or not participate in the **ACTIVITIES**. I know the nature of the **ACTIVITIES** and our experience and capabilities, and believe us to be qualified to participate in the **ACTIVITIES**. I acknowledge Denise H. Hammond reserves the right to remove participants from the **ACTIVITIES** if they present a threat to any child, employee, volunteer, or animal.

2. I FULLY UNDERSTAND that: (a) THE **ACTIVITIES** MAY BE DANGEROUS and participation in the **ACTIVITIES** may involve RISKS AND DANGERS OF SMALL TO SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH; (b) these risks may be caused by our own actions or inactions, the actions or inactions of others participating in the **ACTIVITIES**, the condition and layout of the premises and equipment, or THE NEGLIGENCE OF THE **RELEASED PARTIES** in performing their duties; (c) there may be OTHER RISKS NOT KNOWN TO ME or that are not readily foreseeable at this time; and (d) THE SOCIAL AND ECONOMIC LOSSES and/or damages that could result from those Risks COULD BE SEVERE AND COULD PERMANENTLY CHANGE OUR FUTURE.

3. I consent to the participation in the **ACTIVITIES** and HEREBY ACCEPT AND ASSUME ALL SUCH RISKS, KNOWN AND UNKNOWN, AND ASSUME ALL RESPONSIBILITY FOR THE LOSSES, COSTS AND/OR DAMAGES FOLLOWING ANY INJURY, DISABILITY, PARALYSIS OR DEATH, EVEN IF CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE **RELEASED PARTIES** IN PERFORMING THEIR DUTIES. The failure of any of the **RELEASED PARTIES** to foresee or protect me from these risks, or from the actions, inactions, recklessness, or intentional or criminal misconduct of others, from the inadequacy or unavailability of medical facilities or treatment, or from inadequate supervision of the **ACTIVITIES**, if any, will not create any liability on the part of any of the **RELEASED PARTIES**.

4. During the time we are participating in the **ACTIVITIES**, if any emergency arises involving the physical wellbeing of Minor, I hereby give **RELEASED PARTIES** full permission and authority to take such steps as are reasonably necessary to assist Minor, including without limitation the authority to secure and consent to such medical treatment as may, in their sole discretion, be advisable. I authorize any and all third parties to rely on this agreement as evidence of the authority of its bearer to procure and consent to medical treatment for Minor.

5. I HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE the **RELEASED PARTIES** and owners and lessors of the premises used to conduct the ACTIVITIES FROM ALL LIABILITY TO ME, THE MINOR, my and the Minor's personal representatives, assigns, heirs, and next of kin, FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON ACCOUNT OF ANY INJURY, including, but not limited to, death or damage to property, CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE **RELEASED PARTIES** in performing their duties or with the decision by any of the **RELEASED PARTIES** to exercise the power to consent to medical or dental treatment for me, as such power is hereby granted and authorized.

6. If, despite, this release, I, the Minor or anyone on the Minor's behalf makes a claim against any of the **RELEASED PARTIES** named above, I AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE **RELEASED PARTIES** and each of them from ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE, OR COST THEY MAY INCUR DUE TO THE CLAIM MADE AGAINST ANY OF THE **RELEASED PARTIES**, WHETHER OR NOT SUCH CLAIM ASSERTS NEGLIGENCE ON THE PART OF THE **RELEASED PARTIES** in performing their duties.

7. I sign this agreement on my own behalf and on behalf of the Minor.

8. I hereby grant permission to My Farm Camps to take his/her/my/our photo while participating in the ACTIVITIES to use for publicity.

9. I understand that this Release is given pursuant to the Uniform Contribution Among Tort-Feasors Act, North Carolina General Statutes Section 1B-1 *et seq.* It is my intention to release any and all claims against the **RELEASED PARTIES** and to relieve and discharge the **RELEASED PARTIES** from any and all liability for contribution to any other tort-feasor on account of any claim. I further agree to waive all benefits flowing from any state statute which would negate or limit the scope of this agreement.

10. I agree that if any clause or provision of this agreement is determined or held to be invalid, the invalidity of such clause or provision shall not affect the remaining provisions of this Release and that the remaining terms and conditions of this agreement shall continue in full legal force and effect

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, PARENTAL CONSENT, AND INDEMNITY AGREEMENT. I UNDERSTAND THAT BY SIGNING IT, I GIVE UP SUBSTANTIAL RIGHTS I AND/OR THE MINOR WOULD OTHERWISE HAVE TO RECOVER DAMAGES FOR LOSSES OR INJURY, EVEN IF OCCASIONED BY THE **RELEASED PARTIES'** FAULT, AND SIGN IT FREELY, VOLUNTARILY AND WITHOUT INDUCEMENT OR DURESS.

**\*\*\* WARNING \*\*\***

Under North Carolina law, an equine activity sponsor or equine professional is not liable for an injury or death of a participant in equine activities resulting exclusively from the inherent risks of equine activities.

***Chapter 99E of the North Carolina General Statutes.***

Signature of Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name of Parent/Guardian: \_\_\_\_\_

Minor Participant Name: \_\_\_\_\_

Minor Participant Name: \_\_\_\_\_

Minor Participant Name: \_\_\_\_\_