

EQUESTRIAN ACTIVITY LIABILITY AGREEMENT AND RISK ACKNOWLEDGEMENT

Please read this entire agreement carefully before signing.

Serious injury may result from your participation in any equine activity. Harbor Reins/Harbor Behavioral Health, and the facility, trainers, instructors, representatives and associates do not guarantee your safety or that of any horse.

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.

1. Parties. The parties to this EQUESTRIAN ACTIVITY LIABILITY AGREEMENT AND RISK ACKNOWLEDGMENT ("Agreement") are Harbor Reins/Harbor Behavioral Health. ("Harbor Reins/Harbor Behavioral Health").

STUDENT NAME: _____ X
("Equestrian") and if Equestrian is under the age of 18,

PARENT NAME: _____ X
("Parent").

2. Nature of Equestrian Activities. Numerous obvious and non-obvious risks are inherent and always present in horseback riding, despite all safety precautions. Although horses used by Harbor Reins/Harbor Behavioral Health have been trained, they are animals and cannot be made completely safe. All horses may: stop short, change direction or speed at will, shift their weight from side to side, buck, rear, bite, kick or run from danger. These risks exist for anyone around a horse, whether mounted or on the ground. Equestrian and Parent acknowledge these risks and affirmatively state that they are not relying on Harbor Reins/Harbor Behavioral Health to advise of all risks.

3. Conditions of Nature. Harbor Reins/Harbor Behavioral Health is not responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall, or otherwise react in some unsafe way. SOME EXAMPLES ARE: thunder, lightning, rain, wind, wild and domestic animals, insects, or reptiles which may walk, run, fly near, bite and/or sting a horse or person. Further, Harbor Reins/Harbor Behavioral Health is not responsible for irregular or obstructed footing on groomed or wild land (including indoor or outdoor arenas, pens, or pastures) which is subject to constant change in condition according to use, weather, temperature, maintenance (or lack thereof) and natural and man-made changes in landscape. Further still, Harbor Reins/Harbor Behavioral Health is not responsible for activities engaged in by others such as, but not limited to, hunters (shooting guns, for example), trappers (setting traps, for example), railroad engineers (operating trains, for example) or car drivers or occupants (honking horns or throwing objects to scare a horse, for example).

4. Waiver and Indemnification. In consideration of Equestrian using and being present at Harbor Reins/Harbor Behavioral Health services or facilities, Equestrian and Parent agree to hold harmless and release Harbor Reins/Harbor Behavioral Health, its shareholders, agents, employees, officers, directors, representatives, assigns, affiliated organizations, insurers and others acting on behalf of Harbor Reins/Harbor Behavioral Health from all claims, demands, causes of action, and legal liability whether the same be known or unknown, anticipated or unanticipated, and even if due to the negligence and/or acts or omissions of other equestrians. Equestrian and Parent further agree to waive all rights which may otherwise arise from an injury to Equestrian or Parent and shall

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not bring any claims, demands, legal actions or causes of action, against Harbor Reins/Harbor Behavioral Health, those person described above, or any person or entity, for any economic or non-economic losses due to bodily injury, death, or property damage arising out of the activities of Harbor Reins/Harbor Behavioral Health or Equestrian's or Parent's presence on Harbor Reins/Harbor Behavioral Health property or property used by Harbor Reins/Harbor Behavioral Health.

Equestrian and Parent agree to be responsible for any and all damages, injuries, and or loses of life caused by Equestrian or Parent or horse in the care, custody and control of Equestrian, and to indemnify Harbor Reins/Harbor Behavioral Health and all related parties described above, for any losses or expenses, including but not limited to attorneys' fees, which Harbor Reins/Harbor Behavioral Health incurs in connection with any such claims.

5. Assumption of Risk. Equestrian and Parent acknowledge that failure to follow Harbor Reins/Harbor Behavioral Health rules and/or the directions of Harbor Reins/Harbor Behavioral Health staff may put him at risk of, or increase the risk of, personal injury. Equestrian and Parent acknowledge that he bears the responsibility for Equestrian's safety and Equestrian should not participate in any equestrian activity unless he is confident that Equestrian can do so safely. Participation in equine activities at or with Harbor Reins/Harbor Behavioral Health constitutes a knowing and voluntary assumption of all risks associated with such activities or being present on Harbor Reins/Harbor Behavioral Health property, including but not limited to inherent risks and the risk of negligence by Harbor Reins/Harbor Behavioral Health or others. This assumption of risk operates as a bar to recovery for any claim for injury or damage.

6. Helmet Requirement. Harbor Reins/Harbor Behavioral Health will supply the Equestrian with an ASTM/SEI riding helmet. Equestrian and Parent acknowledge 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 may only reduce the severity of head injuries or prevent death occurring as the result of a fall or other occurrence. Harbor Reins/Harbor Behavioral Health makes no representation as to the condition, effectiveness or suitability of any helmet using by Equestrian. All helmet related risks are assumed by Equestrian and Parent.

7. Guests. Should Equestrian or Parent bring to Harbor Reins/Harbor Behavioral Health an individual who has not executed a copy of this Agreement, Equestrian and Parent shall educate the guest as to the risks of being around horses and horse operations, supervise the guest, be solely responsible for the safety of the guest, and shall be responsible for any injury or lose caused by or suffered by the guest.

8. Permission to Treat. Equestrian and Parent understand that Harbor Reins/Harbor Behavioral Health does not normally administer medications and will do so only when directed in writing by Equestrian or Parent. However, in the unexpected event of a medical emergency, the employees or agents of Habror Reins/Harbor Behavioral Health have permission to provide, seek, and authorize medical attention and services, including but not limited to first aid or emergency medical services, for the undersigned or for any veterinarian attention or services for any horse owned or leased by the undersigned. Harbor Reins/Harbor Behavioral Health assumes no obligation with respect to such attention and services.

9. Miscellaneous. This Agreement (a) contains the entire agreement between Harbor Reins/Harbor Behavioral Health, the Equestrian, Parent and supersedes all prior contemporaneous, written or oral negotiations, agreements or promises or understandings between or among the Parties regarding the terms hereof; (b) may not be amended or modified except in writing signed by Equestrian, Parent, and a representative of Harbor Reins/Harbor Behavioral Health; (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 undersigned and, if desired has been reviewed by their independent counsel, (e) shall be binding upon Harbor Reins/Harbor Behavioral Health, Equestrian, Parent and

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Equestrian's and Parent's heirs and estates, and (f) shall be for the benefit for officers, directors, shareholders, employees, and agents of Harbor Reins/Harbor Behavioral Health. 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 masculine gender shall include the feminine and neuter. The Parties further agree that if any paragraph or part of this Agreement is found void or unenforceable, the remainder of this Agreement shall not be affected by such a finding.

**SIGNATURE PAGE TO EQUESTRIAN ACTIVITY
LIABILITY AGREEMENT AND RISK
ACKNOWLEDGEMENT**

I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK. WE FURTHER ATTEST THAT ALL FACTS RELATING TO THE APPLICANT ARE TRUE AND ACCURATE. BOTH PARENTS (if applicable) ARE REQUIRED TO AGREE AND SIGN.

Equestrian: _____ Date: _____

Parent/Guardian: _____ Date: _____

Parent/Guardian: _____ Date: _____

Address: _____

Home Phone: _____ Cell Phone: _____

Emergency Contact Information: _____ Phone: _____