**RELEASE AND WAIVER OF LIABILITY/** Assumption of Risk and Indemnity Agreement

**Old Mill Farm Stables / The Old Mill Farm, Inc 2025**

**EQUINE ACTIVITY LIABILITY ACT WARNING:**

**CAUTION: HORSEBACK RIDING AND EQUINE ACTIVITIES CAN BE DANGEROUS. RIDE AT YOUR OWN RISK.**

**Under NC Law, an equine activity sponsor or equine professional is not liable for any injury to or the death of the participant in equine activities resulting exclusively from the inherent risks of equine activities. (N.C.General Statute §99E-1-3)**

I am aware that horseback riding, hunting, riding to hounds and other equine activities are athletic events which pose potentially serious risks of injuries or death to their participants. I understand that my horse(s) or I may be injured or die as a result of my negligence, the negligence of others, or through no fault of myself or anyone else, because of the nature of the activity in which I am going to be engaged. I also understand that horses, even the most well trained, are often unpredictable and ore often difficult to control.

With this waiver I accept notice of the provisions of the Equine Activity Liability Act §§99E-1-3 of the Code of North Carolina 1:6; “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.; and (b) The unpredictability of an equine’s reaction to such things as sounds, sudden movement, unfamiliar objects, persons, or other animals. The waiver shall remain valid unless expressly revoked by the participant or parent or guardian of a minor, in writing, with receipt acknowledged by Dana Foster, The Old Mill Farm, Inc., Lexington, North Carolina.

Furthermore, with this waiver, I expressly assume the risk of injury or death due to negligence by Dana Foster, any agents, employees, members, officers, directors and staff, for my own safety, or for the safety of my minor child.

With the knowledge of the foregoing, and as an inducement for the Old Mill Farm to allow me to ride on their property, I hereby agree to waive or release any and all rights that I or my heirs may have to make a claim against The Old Mill Farm, their employees and participants, arising from any damages, injury, or death which I might sustain or which might occur to any horse’s I am riding as a result of my horseback riding. I further agree to indemnify and hold harmless all of the foregoing from any claims which I might make or which might be made on my behalf, by others or which might be made against me by others, arising from riding on their property. Furthermore, I agree to indemnify The Old Mill Farm, Inc. & Old Mill Farm Stables, their employees, or any landowners, their families, employees or tenants, for any injury, death, loss or damage to any personal property which might occur during an equine activity as defined by North Carolina State Law, Chapter §§99E of North Carolina General Statutes that states, under NC Law, “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.” Also including any social functions, including events, shows, schooling, clinics and other equine related activities sponsored by Dana Foster, The Old Mill Farm, Inc Old Mill Farm Stables, or held in their behalf or for their benefit when such injury, death, loss or damage occurs on their property.

BY SIGNING THIS WAIVER AND RELEASE, I UNDERSTAND THAT I AM GIVING UP (WAIVING AND RELEASING) ANY RIGHT I MIGHT HAVE TO SUE OR MAKE A CLAIM WHICH I MIGHT OR WHICH MIGHT SUBSEQUENTLY ARISE OR OCCUR AGAINST DANA FOSTER AND/OR OLD MILL FARM STABLES, THE OLD MILL FARM, INC. AND PARTICIPANTS, OR ANY LANDOWNERS, THEIR FAMILIES, EMPLOYEES OR RIDING OR PARTICIPATING IN AN EQUINE ACTIVITY, AND THAT I AM INDEMNIFYING AND HOLDINGHARMLESS DANA FOSTER, THE OLD MILL FARM, INC., OLD MILL FARM STABLES, AND EMPLOYEES, AND/OR ANY LANDOWNERS, THEIR FAMILIES, EMPLOYEES AND TENANTS, OVER WHOSE LAND I RIDE, FOR INJURING ANYONE ELSE OR ANY HORSE RIDDEN BY ANOTHER WHILE SO ENGAGED. IT IS MY INTENT TO GIVE UP THOSE RIGHTS AND PROVIDE THE HOLD HARMLESS AGREEMENT, AND I DO SO KNOWLINLY AND VOLUNTARILY.

Name Signature (Parent if under 18)

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_