



## Payne Equestrian LLC

### Liability Release

This RELEASE FROM LIABILITY is made and entered into on this day \_\_\_\_\_ of \_\_\_\_\_, by and between Doug, Jessica Payne, Payne Equestrian LLC and DPEquestrian LLC hereinafter designated MANAGER/INSTRUCTOR and \_\_\_\_\_ Hereinafter designated RIDER (if Rider is a minor, Rider's parent or guardian). In return for the use today, and on all future days of property, facilities, and services of the Manager/Instructor, the Rider, his heirs and legal representatives, hereby expressly agree to the following:

1. Rider is responsible for full and complete insurance coverage on his horse, personal property and himself.
2. Rider understands there are risks in and around equine activities, and that an equine activity sponsor and/or equine professional/manager/instructor is not liable for an injury to, or death of a rider and/or participant in equine activities resulting from inherent risk of equine activities.
3. RIDER AGREES TO ASSUME ANY AND ALL RISKS INVOLVED IN OR ARISING FROM RIDER'S USE OF OR PRESENCE UPON MANAGER/INSTRUCTOR'S PROPERTY AND FACILITIES including, without limitation but not limited to: the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency medical care, and/or the negligence and/or deliberate act of another person.
4. Rider agrees to hold Manager/Instructor and all successors, assigns, subsidiaries, franchisees, affiliates, officers, directors, employees and agents completely harmless and not liable and releases them from all liability whatsoever and AGREES NOT TO SUE them on account of or in connection with any claims, causes of action, injuries, damages, costs or expenses arising out of Riders's use of or in connection with any claims, causes of action, injuries, damages, cost or expenses arising out of Rider's use of or presence upon Manager's/Instructor's property and facilities, including without limitation, those based in death, bodily injury, property damage, including consequential Damages, except if damages are caused by direct, willful and wanton gross negligence of the Manager/Instructor.
5. Rider agrees to waive the protection afforded by any statute or law in any jurisdiction (e.g. California Civil Code 1542) whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release.
6. Rider agrees to indemnify and defend Manager/Instructor against, and hold harmless from, any and all claims, causes of action, damages judgments, cost or expenses, including attorneys' fees, which in any way arises from Rider's use of or presence upon the Manager's instructor's property and facilities.
7. Rider agrees to abide by all of manager/Instructor's rules and regulations, and rider is responsible for using protective gear; i.e. hard hat and boots.
8. Owner's Liability: Owner shall be liable for any personal or property damage caused by the Horse, Owner or Owner's minor children.
9. Riding Helmet Warning: Payne Equestrian hereby warns owner that while on DPEquestrian's premises, everyone must wear an approved equestrian riding helmet while mounted. Wearing of such protective headgear may prevent or reduce the severity of some head injuries and may prevent death happening as a result of a fall or other occurrence. Furthermore, DPEquestrian strongly encourages the use of protective vests while jumping.
10. Personal Property Warning: Owner is hereby warned that while on Payne Equestrian premises direct loss, damage or death to Owner's Horse, tack, equipment, trailer, or other personal property is not covered by Payne Equestrian's insurance. Owner must carry his own personal property insurance or separate Equine Mortality/Medical insurance policy.

11. Agreement Scope and Territory: This Agreement shall be legally binding upon Payne Equestrian and the Owner and Owner's parents or legal guardians, should Owner be a minor, when signed by both parties and all who succeed to such parties rights and responsibilities. This Agreement is entered into in the State of North Carolina and will be interpreted and enforced under the laws of this state. If any clause, phrase or word is in conflict with the State Law then that single part is null and void.

12. Litigation Clause: If it becomes necessary to bring an action against Owner to recover amounts due under the agreement, or to enforce any provision of this agreement, Owner agrees to pay Payne Equestrian, LLC 's reasonable attorneys' fees and costs of suit. Further, Owner acknowledges that all unpaid amounts shall incur interest at the rate of 1.5% monthly.

**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.

This contract is non-assignable and not-transferable and is made and entered into the State of New Jersey and shall be enforced and interpreted under the laws of this state. Should any clause be in conflict with State Law, then that clause is null and void. When the Manager/Instructor and Rider (and Rider's parent or guardian, if Rider is a minor) signs this contract, it will then be binding on both parties, subject to the above terms and conditions.

**Statement of Awareness: I, the undersigned, have read and do understand the foregoing agreement, warnings, and assumptions of risk and release agreement and agree to its terms. I further attest that all stated facts are true and accurate.**

Owner's signature & Date

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Parents of Minor Owner (if applicable)

Contact Information:

Home Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Health Insurance (optional but encouraged): \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

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Payne Equestrian, LLC Authorized Agent