

Cottonwood Farm, LLC

1700 Streets Ferry Road, Vanceboro, North Carolina 28586
www.ridecwf.com 252-670-9070 or 252-671-2929

**RIDER’S RELEASE AND HOLD HARMLESS AGREEMENT
WARNING**

_____ **(initial)** Under *North Carolina law, an equine activity sponsor or equine professional is not liable for an injury or to the death of a participant in equine activities resulting exclusively from the inherent risks of equine activities. Chapter 99e of the North Carolina General Statues.*

WITNESS THIS AGREEMENT this _____ **day** of _____, **20**_____, by and among Cottonwood Farm, LLC (“CWF”) and (“Rider”)

_____ **(Full name)**. For consideration received, and in return for the use, today and on all future dates of the property, facilities, and services of CWF and/or Island Creek, LLC, Rider, Rider’s heirs, assigns, and representatives, hereby agree as follows:

_____ **(initial)** **1. INHERENT RISKS AND ASSUMPTION OF RISKS.** Rider acknowledges the inherent risks of accidents and injuries to person and property in all horse-related activities and hereby expressly assumes all risks associated with participation in such activities. The inherent risks include, but are not limited to, the propensity of equines to behave in ways such as running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm, or death to persons on or around them; the unpredictability of equine’s reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant’s ability. Rider acknowledges that horses, by their very nature, are unpredictable and subject to animal whim. Rider assumes all risks in connection therewith for Rider and any family member or other persons accompanying Rider, and expressly waives any claims for any injury or loss arising therefrom. Rider agrees to abide by and follow CWF rules and regulations, which shall be posted and/or available from time to time. Rider further acknowledges that the behavior of any animal is contingent to some extent upon the ability of Rider. Rider assumes all risks therefore and warrants a full and fair disclosure of Rider’s abilities and has been made to CWF.

_____ **(initial)** **2. INDEMNIFICATION, RELEASE AND HOLD HARMLESS.** Rider agrees to indemnify, hold harmless and come in and defend CWF and any of their members, managers, owners, officers, employees and/or agents from and against, any and all claims, demands, causes of action, damages, judgments, orders, costs or expenses, including attorney’s fees, whether actually incurred or not, which may in any way arise from or be in any way connected with Rider’s use of or presence upon the property or equines of CWF, including, but not limited to, loss or damage of any equipment or personal property, personal or bodily injury or death, or illness to Rider, to any horse owned by Rider, and to any family member or other person accompanying Rider on the premises of CWF and/or participating in any equine activities sponsored by and/or related to CWF. Rider further agrees to indemnify, hold harmless and come in and defend CWF, and each of their members, managers, owners, officers, employees and/or agents, from and against any and all claims, demands, causes of action, damages, judgments, orders, costs or expenses, including attorney’s fees, whether actually incurred or not, which may in any way arise from or be in any way connected with services rendered to Rider or any family member or other person accompanying Rider by CWF and/or any of their members, managers, owners, officers employees and/or agents, whether on or off of the property of CWF.

_____ **(initial)** 3. **HEALTH OF EQUINE.** If Rider is using Rider's own horse, or a horse(s) not owned by CWF, Rider warrants said horse(s) shall be free from infection, contagious or transmittable diseases. CWF reserves the right to refuse access or use of any horse upon the premises or in any sponsored or related activity that does not appear to them to be in good health, or is deemed dangerous or undesirable.

_____ **(initial)** 4. **WAIVER.** Rider agrees to waive the protection of any applicable statutes in this jurisdiction 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 said release.

_____ **(initial)** 5. **LAW. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NORTH CAROLINA.**

_____ **(initial)** 6. **A lesson fee will be charged to riders not giving a 24-hour notice for absent lessons.**

_____ **(initial)** 7. **A late fee will be applied to all balances over 30 days past due.**

_____ **(initial)** 8. **I am responsible for any and all costs incurred due to damage of property by me, my children, my guests, my horse, or horses that I am responsible for.**

_____ **(initial)** 9. **Personal Property** that has not removed within 60 days after services are no longer provided will be deemed abandoned and become property of Cottonwood Farm and owner will no longer have rights of ownership to said property. There will be no notice of any kind verbal or written to owner. If a balance is owed on rider's account for more than 60 days, any property including. But not limited to saddles, bridles, blankets, helmets, and any other personal belongings or horse related items will be held until balance is paid in full.

_____ **(initial)** 10. **Cottonwood Farm is under 24-hour camera surveillance. Cameras are located in, and around all barns and buildings to provide security to all horses, riders, and property.**

_____ *****SIGNATURE** (OR PARENT OR GUARDIAN OF MINOR)

_____ DATE

EMAIL ADDRESS: _____

Parents Names if Applicable (Minor Rider)

Street Address

City, State, Zip Code

Phone Numbers:

Rider's _____

Mother's _____ (If Applicable)

Father's _____ (If Applicable)

EMERGENCY MEDICAL RELEASE FORM

Rider's Name: _____ **Age:** _____ **Date of Birth** _____

Address: _____

Home Phone Number: _____ **Rider's Cell Number:** _____

Email Address: _____

If Under 18 Years of Age
Parent's Names: _____

Mother's Cell Number: _____ **Father's Cell Number:** _____

Emergency Contact

1) Name _____ Relation _____

Phone _____

2) Name _____ Relation _____

Phone _____

Medical Insurance Company _____

Member # _____

Allergies _____

Contact Lenses Yes No

Doctor _____

Phone # _____

Other _____

RELEASE FOR A **MINOR RIDER**
If emergency medical care is required for:
(Child's Name) _____

And if permission is not available in a timely manner, then the undersigned authorizes appropriate emergency medical care as deemed necessary by emergency medical personnel, a physician or the medical facility providing treatment. Cottonwood Farm, LLC and Graham Place, LLC shall incur no financial liability for medical treatment obtained pursuant to this authorization. I have read this entire release and agree to it:

Signature _____
Date _____

RELEASE FOR an **ADULT RIDER**
If emergency medical care is required for:
myself and if I, or an accompanying spouse or relative, am not able to convey permission in a timely manner, then the undersigned authorizes appropriate emergency medical care as deemed necessary by emergency medical personnel, a physician or the medical facility providing treatment. I agree to bear any cost connected therewith and shall pay promptly upon billing by the health care provider.

Signature _____
Date _____

Cottonwood Farm, LLC shall incur no financial liability for medical treatment obtained pursuant to the authorization. I have read this entire release and agree to it.

Signature _____ **Date** _____



Cottonwood Farm often uses photographs, slides, films, and other images or recordings of participants for educational, programmatic, public relations and promotional purposes. Such photographs or other illustrative material may be used in newsletters, media presentations, or publications produced by Cottonwood Farm. Neither individual addresses nor telephone numbers will be published within these materials.

This form allows you to choose whether you or your child wish to be in films, videos, illustrations or written text used by Cottonwood Farm.

PLEASE CHECK YES OR NO

_____ **YES**, I give permission to Cottonwood Farm to make photographs, slides, audio, video, other recordings, or written text of me/my child. Further, I authorize their use, for Cottonwood Farm’s purposes, without inspecting or approving the finished product or its specific use. I hereby release to Cottonwood Farm all rights to exhibit this work publicly or privately, including posting to the Cottonwood Farm web site, Facebook page, or other social media sites. I waive any rights I may have to receive compensation or additional consideration.

_____ **No**, I do not give permission for the creation or use of photographs, slides, audio, video, other recordings, or written text of me/my child by Cottonwood Farm.

Cottonwood Farm is under 24-hour camera surveillance. Cameras are located in, and around, all barns and buildings to provide security to all horses, riders, and property.

Rider’s Name (Please Print): _____

Rider or Rider’s Parent’s Signature (If under 18 years of age):

X _____
Signature

Date: _____