



Cottonwood Farm

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Rider Release & 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 Statutes.

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 Land Co., LLC, Rhett Taylor, Jill Taylor, Caroline Jackson, Matt Jackson, Rider, Riders 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 known 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(s), 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. I AM RESPONSABLE 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.

Over →

(initial) 6. **PERSONAL PROPERTY** that has not been removed within 60 days after services are no longer provided will be deemed abandoned and become property of CWF 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, boots, and any other personal belongings or horse related items will be held until balance is paid in full.

(initial) 7. **MEDIA RELEASE:** CWF 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, social media/media presentations, or publications produced by CWF. Neither individual addresses nor telephone numbers will be published within these materials. 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 uses, for CWF'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.

(initial) 8. **COVID/19 RELEASE ASSUMPTION OF THE RISK AND WAIVER OF LIABILITY** relating to Coronavirus/COVID-19. The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. CWF has put in place preventative measures to reduce the spread of COVID-19; however, CWF cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending riding lessons or any other activities at CWF could increase your risk and your child(ren)'s risk of contracting COVID-19. I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by being at or participating in activities at CWF and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at CWF may result from the actions, omissions, or negligence of myself and others, including, but not limited to, CWF employees, volunteers, and program participants and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance at CWF or participation in CWF activities ("Claims"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless CWF, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of CWF, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any CWF activities.

(initial) 9. **IF EMERGENCY MEDICAL CARE** is required for me, my child, or any persons present and permission is not available in a timely manner, then the undersigned authorizes appropriate emergency transport and medical care as deemed necessary by CWF, 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 the health care provider.

(initial) 10. **A LESSON FEE will be charged to riders not giving a 24-hour notice for absent lessons.**

(initial) 11. **A LATE FEE will be applied to all balances over 30 days past due.**

(initial) 12. **NO DOGS ALLOWED ON PROPERTY**

(initial) 13. **CWF IS UNDER 24-HR SURVEILLANCE. CAMERAS ARE LOCATED IN, AND AROUND ALL BUILDINGS.**

(initial) 14. **LAW. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NORT CAROLINA.**

******* Rider Signature (OR Adult Rider, Parent, or Guardian of Minor)

Date

******* Print Name of Above Signature



Rider's Name: _____ Age: _____ Date of Birth: _____
If a Minor *If a Minor*

Address: _____
Street

_____ *City* _____ *State* _____ *Zip Code*

Parent's Names: _____

Home Phone: _____ Rider's Cell: _____

Mother's Cell: _____ Father's Cell: _____

Primary Email Address: _____
Please make legible

Secondary Email Address: _____
Please make legible

Emergency Contact:

Name: _____ Relation: _____

Phone Number: _____

Allergies (Include Food Allergies) _____

Medical Conditions _____

***Rider Signature (OR Adult Rider, Parent, or Guardian of Minor)

Date

***Print Name of Above