

MEMBER AND ALL GUESTS including ALL parents/guardians of minors MUST sign and return BEFORE property use.

NAME OF FETA MEMBER: _____

GUEST/PARTICIPANT RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT, NOTICE OF HELMET REQUIREMENT AND APPLICABLE LAWS

***Read this Release Agreement carefully before signing.
Equestrian Recreation/Equine Activity is at your own risk.***

It is EXTREMELY DANGEROUS to trail ride and drive, transport equines or participate in any recreational activities involving equines, mounted, un-mounted or as a spectator, and to repair and maintain equestrian trails ("Equestrian Recreation") or to participate in clinics, competitions, exhibitions, hosted trail ride or other event involving equines, mounted, un-mounted or as a spectator ("Equine Activity").

It is my/my child's choice to participate in Equestrian Recreation/Equine Activity for my/our personal benefit and enjoyment. By signing this Release Agreement, I /my child accept ALL risks of participating in Equestrian Recreation/Equine Activity, and release and indemnify FETA and others from any and all liability for accident or injury, including death.

In exchange for my/our use private property (the "Property") for Equestrian Recreation/Equine Activity, I/my child hereby acknowledge and agree that:

1. PROTECTED PARTIES ARE NOT RESPONSIBLE. The (i) landowners (including lease or easement holders), (ii) FETA (including its board, officers, members, employees, contractors, agents and volunteers), (iii) the FETA member I am a guest of, nor (iv) anyone assisting in the event of an accident, (the "Protected Party/ies") accept NO legal responsibility or liability for the welfare, safety or behavior of any person engaging in Equestrian Recreation/Equine Activity. ***I/my child fully understand and agree that (i) our Equestrian Recreation/Equine Activity on the Property is completely at my/our own control and risk; (ii) my/our use of the Property constitutes consideration for this Release Agreement and acceptance of all terms, and (iii) I/we have had adequate time to review this Release Agreement, and understand the release of liability, assumption of risk, waiver of rights and creation of legal obligations, and other provisions of this Release Agreement.***

2. EQUESTRIAN RECREATION/EQUINE ACTIVITY IS DANGEROUS. Equestrian Recreation/Equine Activity is dangerous, and involves substantial inherent and other risks, including, without limitation: (i) The possibility of an equine behaving in dangerous ways which may result in injury, harm, or death to persons on or around them; the unpredictability of an equine's reaction to such things as sound, sudden movement, unfamiliar objects, persons or other animals; equines acting in dangerous ways (e.g. bucking, rearing, kicking and "spooking") which may be difficult to control; (ii) Natural and man-made conditions and situations causing accident or injury (e.g. the presence of other equines and or livestock, wild animals, hikers, resident or roaming dogs, bicyclists, joggers, hunters, use of equipment, tools, machinery and vehicles, persons acting negligently or unlawfully, and inadequate or negligent emergency medical care); (iii) Dangerous trail conditions caused by weather, wildlife, water, waterways, soil and subsurface conditions, trees, vegetation, and other natural or man-made causes, including neglect or negligent maintenance and repair; and (iv) remote, inaccessible Property, difficult to find or lacking cellular telephone or emergency rescue services; and all other hazards, situations and conditions causing accidents and injuries. ***I understand that Equestrian Recreation/Equine Activity is dangerous, and agree that no Protected Party is responsible for my/our safety and assume ALL risks, foreseeable and unforeseeable, which I/we may encounter on the Property.***

3. SKILL, EXPERIENCE AND PHYSICAL ABILITY REQUIRED. Safe participation in Equestrian Recreation/Equine Activity requires personal skill, experience and competence. Accident, injury, death, loss or damage may result from rider or equine inexperience, lack of skill or knowledge, physical conditions or limitations, or other factors. ***I/my child are competent to independently engage in Equestrian Recreation/Equine Activity, will not depend on the skill and experience of others when using the Property, and have no physical conditions or limitations which could adversely affect our safe participation.***

4. SAFETY HELMETS AND EQUIPMENT. Safety Helmets are required at all times while on the Property. Properly fitted *and secured* helmets that meet or exceed the quality standards of the SEI Certified ASTM Standard F 1163 Equestrian Helmet are strongly recommended. Wearing a certified helmet may reduce the severity of some head injuries and possibly prevent death as the result of a fall from an equine or carriage, or other occurrences. Using shoes/boots with heels, safety stirrups, protective vests, reflective clothing and other safety equipment is strongly recommended. ***I/my child will wear a safety helmet on the Property. I/we take full responsibility for the choice and proper use of protective helmets and other recommended safety equipment.***

5. PARENTS ARE RESPONSIBLE FOR CHILDREN. The equestrian trails/facilities on the Property are not an attractive nuisance and parents are solely responsible for supervising Equestrian Recreation of minor children. ***I will not permit my child to***

participate in Equestrian Recreation/Equine Activity or use the Property without such skill, experience and supervision as I deem necessary for his/her safety. I am solely responsible for any accident or injury to him/her unless caused solely and exclusively by the personal gross negligence or intentional misconduct of the Protected Party.

6. CHOICE OF APPLICABLE LAW. No fee for use has been paid to any Protected Party for use of the Property or Equine Recreation. FETA Members pay dues to administer, maintain and repair of the trail system to permit continued Equestrian Recreation and prevent environmental damage, for membership functions and benefits and for other purposes of the organization. *I/we joined FETA and pay dues in order to support the purposes of the organization. In the event that a court of competent jurisdiction refuses to uphold some of the provisions of this Release Agreement and an issue of applicable law arises, I/we hereby contractually agree to accept the standard of care and limitations of liability contained in the North Carolina and South Carolina Recreational Use Statutes and other federal and state law relating to volunteers, Good Samaritans, and negligence, including limitations due to my/our contributory negligence. I/we understand that liability is also limited pursuant to the NC and SC Equine Activity Statutes, if applicable, and acknowledge that we have personally received the statutory warning. This Agreement is intended to provide cumulative protection to the protected Parties together with any prior agreements I have previously made, which I hereby ratify and confirm.*

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.

WARNING: Under South Carolina law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activity resulting from an inherent risk of equine activity, pursuant to Article 7, Chapter 9, Title 47, Code of Laws of South Carolina, 1976.

I/MY CHILD PARTICIPATE IN EQUESTRIAN RECREATION FOR PERSONAL BENEFIT AND ENJOYMENT. PERMISSION TO USE THE PROPERTY FOR EQUESTRIAN RECREATION IS CONTINGENT UPON VALID EXECUTION OF THIS RELEASE AGREEMENT AND COMPLIANCE WITH FETA RULES, AND IS REVOKED BY FAILURE TO DO SO. I/MY CHILD ACKNOWLEDGE THAT PROTECTED PARTIES ARE NOT ABLE TO MONITOR OR ENSURE MY/OUR COMPLIANCE WITH THIS RELEASE AGREEMENT OR FETA RULES, AND FAILURE TO ENFORCE IS NOT A WAIVER OF RIGHTS. USE OF THE PROPERTY WITHOUT CONSENT IS TRESPASSING.

I/MY CHILD ASSUME ALL RISK OF EQUESTRIAN RECREATION ON THE PROPERTY. I/WE HEREBY COMPLETELY RELEASE, WAIVE, DISCHARGE AND HOLD THE PROTECTED PARTIES HARMLESS FROM ANY LIABILITY FOR ANY ACCIDENT, INJURY, LOSS OR DAMAGE, INCLUDING DEATH, TO OURSELVES OR OUR GUEST(S) UNLESS CAUSED SOLELY AND EXCLUSIVELY BY THE PERSONAL GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF SUCH PROTECTED PARTY. I/MY CHILD, OUR HEIRS, EXECUTORS, ADMINISTRATORS, INSURANCE COMPANIES OR OTHER REPRESENTATIVES, WILL NOT BRING ANY CLAIM, CAUSE OF ACTION, AND/OR LIABILITY SUIT AGAINST ANY PROTECTED PARTY, AND HEREBY AGREE TO REIMBURSE, INDEMNIFY AND HOLD HARMLESS ANY PROTECTED PARTY FOR ALL COSTS AND EXPENSES INVOLVED IN DEFENDING, OR DAMAGES AWARDED, IN ANY CLAIM BROUGHT BY ANY PERSON AS A RESULT OF SUCH ACCIDENT, INJURY, LOSS OR DAMAGE, INCLUDING DEATH.

***I HAVE READ AND UNDERSTAND ALL PROVISIONS ON PAGES 1 & 2 OF THIS RELEASE AGREEMENT.
I AM GIVING UP LEGAL RIGHTS, CREATING LEGAL OBLIGATIONS, AND ASSUMING ALL RISKS.***

Print Name/Age: _____ Signature: _____ Date: _____

Print Name/Age: _____ Signature: _____ Date: _____

MINORS: ALL PARENTS/GUARDIANS MUST SIGN

Mother: _____ Signature: _____ Date: _____

Father: _____ Signature: _____ Date: _____

Guardian(s) _____ Signature(s) _____ Date: _____

EMERGENCY CONTACT/MEDICAL INFORMATION: _____

FETA MEMBER Signature: I am responsible to other Protected Parties for my guest(s): _____

**Mail or email a photo image BEFORE you and your guests ride: FETA PO Box 1453 Columbus, NC 28722
birdieaxelrod@gmail.com Or place in the FETA mailboxes at FENCE or Peniel Road parking lots.**