

*******FETA MEMBER HOST AND GUEST MUST SIGN, DATE AND RETURN PRIOR TO RIDE*******

**FETA RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT,
NOTICE OF HELMET REQUIREMENT AND APPLICABLE LAWS**

Read Release Agreement carefully before signing. Equestrian Recreation 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"). The parties do so for their own enjoyment and at their sole risk.

By signing this Release Agreement, I /we accept aALL risks of participating in Equestrian Recreation, and release and indemnify FETA, landowners and others from any and all liability for accident or injury, including death.

In exchange for my use of **private property** (the "Property") for Equestrian Recreation, I/we hereby acknowledge and agree that:

1. PROTECTED PARTIES ARE NOT RESPONSIBLE. FETA Members and guests use the Property for personal benefit and enjoyment. Neither (i) landowners (including lease or easement holders), (ii) FETA (including its board, officers, members, employees, contractors, agents and volunteers), nor (iii) anyone assisting in the event of an accident, (the "Protected Party/ies") accepts any legal responsibility or liability for the welfare, safety or behavior of any Member or guest while engaging in Equestrian Recreation. ***I/we fully understand and agree that (i) our Equestrian Recreation on the Property is completely at our own control and risk; (ii) my/our use of the Property and FETA Membership constitutes consideration for this Release Agreement, and (iii) I/we have legal capacity and authority, and adequate time to review and understand the release of liability, assumption of risk, waiver of rights, creation of legal obligations, and other provisions of this Agreement.***

2. EQUESTRIAN RECREATION IS DANGEROUS. Equestrian Recreation 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, foxhunting, use of equipment, tools, machinery and vehicles, events or activities which may create hazards, flying objects, persons acting negligently or unlawfully, inadequate or negligent emergency medical care and other activities or events on the trails); (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/we understand that Equestrian Recreation is dangerous, 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. As Member Host, I have explained these risks to my guest, who understands and accepts these risks.***

3. SKILL, EXPERIENCE AND PHYSICAL ABILITY REQUIRED. Safe participation in Equestrian Recreation 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/we are competent to independently engage in Equestrian Recreation, 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 my/our safe participation in Equestrian Recreation.***

4. SAFETY HELMETS AND EQUIPMENT. Safety Helmets, properly secured, 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 Equestrian Helmet are strongly recommended. Wearing a certified helmet may reduce the severity of some head injuries and possibly prevent death. Using shoes/boots with heels, protective vests, reflective clothing and other safety equipment is strongly recommended. ***I/we will wear a safety helmet on the Property. I/we take full responsibility for the choice and proper use of protective helmets and other safety equipment.***

5. PARENTS ARE RESPONSIBLE FOR CHILDREN. The equestrian trails 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 or use the Property without such skill, experience and supervision as I deem necessary for his/her safety. I am 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. MEMBER HOSTS ARE RESPONSIBLE FOR GUESTS. Members may bring Guests on the Property in compliance with the FETA Rules Agreement. Member hosts are responsible for Guests' safety and behavior and must accompany them at all times. Member Hosts are legally responsible to Protected Parties for damages resulting from guest use of the Property. Member Hosts are responsible for obtaining a properly executed Guest Release Agreement after explaining the

risks assumed in Equestrian Recreation on the Property and giving the guest an opportunity to read and understand that agreement, and must return it to FETA prior to using the Property. ***I as Member Host agree to assume legal responsibility for, and indemnify the Protected Parties against, any liability for loss, damage or injury, including death, to my/our guest unless caused solely and exclusively by the personal gross negligence or intentional misconduct of the Protected Party.***

7. CHOICE OF APPLICABLE LAW. State Recreational Use statutes apply to this Agreement. No fee for use has been paid to any Protected Party for use of the Property or Equine Recreation. FETA Members pay dues for the administration, maintenance 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 sign with our membership package. 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 equine activity, pursuant to Article 7, Chapter 9, Title 47, Code of Laws of South Carolina, 1976.

AS MEMBER HOST AND RIDER, I/WE 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/WE 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 OR COMPLIANCE WITH THIS AGREEMENT IS TRESPASSING.

AS HOST AND RIDER, I/WE 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, UNLESS CAUSED SOLELY AND EXCLUSIVELY BY THE PERSONAL GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF SUCH PROTECTED PARTY. I/WE, 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 OF THIS RELEASE AGREEMENT. I AM GIVING UP LEGAL RIGHTS, CREATING LEGAL OBLIGATIONS, AND ASSUMING RISKS.

FETA MEMBER HOST AND GUEST MUST SIGN. Include Age of Minor Host Member Tag # _____
Member Host Name: _____ Signature: _____ Date: _____
Guest Name/age: _____ Signature: _____ Date: _____
Emergency Contact Name and Phone #: _____

FOR MINORS UNDER 18 YEARS: ALL PARENTS AND/OR GUARDIANS MUST SIGN

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