

Foothills Equestrian Trails Association

2020-2021 Membership Application - Membership year runs from 5/1/2020 – 4/30/2021
PRINT CLEARLY AND FILL OUT COMPLETELY – even if you are renewing

Name of each Member		Full Address		
		Street		
		City	State	Zip
		Phone Cell:	Home:	
		Emergency Phone		
		E Mail		
Horses boarded at:				
Towing vehicle license plate #		Trailer license plate #		
2 nd Towing vehicle license plate #		2 nd Trailer license plate #		

MEMBERSHIP DUES

FETA Trail Host: Must host and maintain a recognized FETA trail on your land.

FETA Trail Name _____

CETA easement owner _____

___ \$125 Riding Individual (new members after Oct 1, 2020 - \$105)

___ \$160 Riding Family* (new members after Oct 1, 2020- \$145)

Other Riding Members:

___ \$160 Individual (new members after Oct. 1, 2020- \$125)

___ \$235 Family* (new members after Oct. 1, 2020 - \$185)

*Family members must live at the same address. Employees/trainers not eligible.

___ \$65 Junior Member: (under 18, with parents' consent and signature)

___ \$30 Non-Riding Supporting: (receives newsletter, attends annual meeting)

___ Donation toward continued trail expansion/repairs

Mail this completed Application no later than June 30, 2020, including:

Signed FETA Membership Rules (signed by each rider and both parents of minors)

Signed FETA Release/Waiver (signed by each rider and both parents of minors)

Copy of your current negative Coggins for each horse ridden on the trails

Check for Membership Dues made out to FETA

Optional donation for continued trail expansion and repairs

Late fee of \$50.00 if postmarked past June 30, 2020 (renewing members only)

Questions? Call or email Birdie Axelrod, 954-298-9116, birdieaxelrod@gmail.com

Mail All Pages To: FETA, PO Box 1453, Columbus, NC 28722
ALL Riding Members sign, then return to FETA

FETA MEMBERSHIP RULES AGREEMENT

FETA trails are located on private property ("Property"). FETA has secured permission for its Members to use the Property, but such use is a privilege not a right, conditioned on compliance with this FETA Rules Agreement.

I hereby agree to abide by the following FETA Rules as conditions of FETA Membership and use of the Property:

- 1. PERMITTED TRAIL USAGE:** Permission to use the Property is ONLY for mounted riding or carriage driving by FETA Members and authorized guests during daylight hours when the trails are open in compliance with these FETA Rules. No use is permitted when the trails are closed, and Members are responsible to call 828-859-0133 for trail status. All Members and guests, including minor children, must be competent to independently control their horse under trail conditions. Trail use by minors must be supervised by their parents. Members must sign a Release Agreement (including signatures of all parents/guardians of a minor child) and provide a current Coggins test for every horse used.
- 2. HELMETS.** All users MUST wear a safety helmet *with harness strap properly secured* while on the Property. An SEI Certified ASTM helmet, properly fitted and worn, is recommended as providing the greatest protection from head injuries, including death.
- 3. BEHAVIOR:** Practice safe horsemanship. Treat others with respect and consideration. Walk (left to left) when approaching other riders or others on the trail, around fence lines, and on poor footing. Ride/drive slowly and be as quiet as possible near residences, stables or pastures with animals. Stay on marked trails and the edge of open fields. Obey the posted signs. Leave gates as you found them. Do not eat, drink alcoholic beverages, litter, smoke, or ride/drive with dogs or other animals, including un-mounted horses. No more than six riders may ride together. Do not ride/drive on unmarked trails or in unauthorized places.
- 4. LANDOWNERS:** Be courteous and appreciative to Landowners, and do not disturb them or their animals. Do not request a waiver of FETA rules from a Landowner. Do not use anything belonging to a Landowner, including rings, jumps, picnic tables, ponds/lakes or boats. Do not pick their fruit, flowers or produce. Landowners or their relatives, employees, guests or animals may be using their trails. DO NOT accost anyone regarding their use of the trails. Report problems to FETA. Landowners reserve the right to refuse permission to use their trails to any Member at any time for any reason.
- 5. GUESTS: Members must obtain a properly executed Guest Release Agreement and return it to FETA by mail or place it in the parking lot mailboxes PRIOR to trail use.** Members may only bring personal guests who have not directly or indirectly paid for their recreational use. No commercial use of any type is permitted. Members are legally responsible for their guest(s), including any liability or damages to landowners resulting from any accident, injury, loss or damage, including death. Local residents may only ride once per month as any member's guest. Employees and trainers who use the Property more than once per month in total must have their own FETA membership. Members must accompany their guests at all times, and are responsible for their compliance with the Rules. A Guest must carry a guest tag and Current Coggins test.
- 6. TAGS & DECALS:** Always display your FETA tag, placing it on the LEFT side of your saddle or bridle. Show your tag upon request of a Landowner, FETA steward or other FETA member. Always display the FETA decal on the driver's side of your rear window or the lower corner of the driver's side front window of your towing vehicle - not on your trailer or tinted rear window. Guests should place a DATED guest parking tag on the dash of their towing vehicle. Vehicles without decals or guest parking tags may be towed.
- 7. BOARDERS:** Boarding stable operators are responsible for ensuring that boarders using the trails join FETA as riding members. The FETA membership of an out of area rider expires when their horse is no longer boarded in the FETA area.
- 8. VIOLATIONS.** Violations of this FETA Rules Agreement may result in a warning, suspension or termination of FETA membership, at the sole discretion of the FETA Board of Directors.

I AGREE TO THESE RULES AND WITH THE DECISION OF THE BOARD OF DIRECTORS REGARDING THE STATUS OF MY FETA MEMBERSHIP.
(Please Include all Riding Members in Family, Including Minors)

Print Name: _____

Signature: _____ Date: _____

Print Name: _____

Signature: _____

ALL Riding Members, and ALL parents/guardians of minors MUST sign and return this form to FETA.

**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 /my child/guest accept ALL 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/my child 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/my child/guest 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/my child/guest 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. I have explained these risks to my child/guest, who understand and accept 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/my child/ guest 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/my child/guest 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. MEMBERS ARE RESPONSIBLE FOR GUESTS. Members may bring Guests on the Property in compliance with the FETA Rules Agreement. Members are responsible for Guests’ safety and behavior and must accompany them at all times. Members 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 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/my child/guest 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.

I/MY CHILD/GUEST 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 IS TRESPASSING.

I/MY CHILD/GUEST 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 MYSELF OR MY CHILD/GUEST 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, TO MYSELF OR MY CHILD/GUEST.

I/WE HAVE READ AND UNDERSTAND ALL PROVISIONS OF THIS RELEASE AGREEMENT. I/WE ARE GIVING UP LEGAL RIGHTS, CREATING LEGAL OBLIGATIONS, AND ASSUMING RISKS.

ALL RIDERS MUST SIGN. Include Age of Minor

Print Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____

FOR MINORS: ALL PARENTS AND/OR GUARDIANS MUST SIGN

Mother: _____ Signature: _____ Date: _____

Father: _____ Signature: _____ Date: _____

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