

Living on a Prayer, LLC
dba Journeys End Training Center

Participant(s) Release/Waiver/Hold Harmless/Indemnity Agreement

PLEASE READ CAREFULLY BEFORE SIGNING
SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN ANY EQUINE
ACTIVITY. THIS FACILITY AND/OR ANY TRAINER/INSTRUCTOR,
REPRESENTATIVE, ASSOCIATE OF LIVING ON A PRAYER, LLC DOES NOT
GUARANTEE YOUR SAFETY OR THAT OF ANY HORSE

In consideration for participating in horse-related activities or instruction connected with Living on a Prayer, LLC, the undersigned hereby agrees as follows:

- A. REGISTRATION OF PARTICIPANT AND PURPOSE OF AGREEMENT: I, the following listed participant hereinafter known as the "PARTICIPANT" and the parents or legal guardian thereof if a minor, do hereby voluntarily request and agree to participate in horse riding or horse instruction from Living on a Prayer, LLC, and that PARTICIPANT will ride a horse provided to him or her by Living on a Prayer, LLC, his/her own horse, or one borrowed or leased by PARTICIPANT'S own arrangement, today and on all future dates:

_____ (Participant) _____ (age, if under 21)

- B. SCOPE OF AGREEMENT AND DEFINITIONS: This agreement shall be legally binding upon me, the PARTICIPANT, and the parents or guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and parental representatives. This agreement shall be interpreted according to the laws of the State of North Carolina. Any disputes by the PARTICIPANT shall be subject to paragraph K below and litigated in the county in which Living on a Prayer, LLC is physically located. If any clause, phrase or word is in conflict with the laws of the State of North Carolina then that single part is null and void. The term "HORSE" herein shall refer to all equine species. The term "HORSEBACK RIDING" or "RIDING" herein shall refer to riding, instruction in, or otherwise handling of or being near horses, ponies, mules, or donkeys whether from the ground or mounted. The term "PARTICIPANT" shall herein refer to a person who rides a horse or otherwise handles or comes near a horse from the ground. The terms "I", "me", and "my" shall herein refer to the above PARTICIPANT and the parents or legal guardians thereof if a minor.
- C. INHERENT RISK OF ACTIVITY: I understand that horseback riding is a rugged recreational activity and that there are numerous obvious and non-obvious inherent risks always present in such activities despite all safety precautions. As such, related injuries can be severe or even deadly and, at the least, can require more hospital days and result in more lasting residual

effects than injuries from most other activities. Further, this inherent risk is not totally mitigated by either (1) the presence of an instructor or trainer or (2) by the use of a horse that has been used for or is considered usable for the instruction of beginners. Horse accidents are common and, in fact, are virtually guaranteed to occur given enough time around horses. Horse accidents are even more common with beginners although expert riders are still subject to considerable (sometimes fatal) danger from participation in this activity.

- D. NATURE OF RIDING HORSES: I understand that no horse is a completely safe horse. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from horse to ground it will generally be at a distance of from 3½ to 5½ feet, and the impact may result in injury or even death to the participant. Horseback riding is the only sport where one much smaller, weaker predator animal (human) tries to impose its will on, and become one unit of movement with, another much larger, stronger prey animal with a mind of its own (horse) and each has a limited understanding of the other. If a horse is frightened or irritated it may divert from any training it has received and act according to its natural survival instincts which may include but are not limited to: stopping short, changing directions or speed at will, shifting its weight, bucking, rearing, kicking, biting, running under obstacles intended to knock the rider off, or running from danger.
- E. PARTICIPANT RESPONSIBILITY: I understand that, notwithstanding the presence or participation of an instructor or trainer, upon mounting a horse and taking up the reins, the PARTICIPANT is in primary control of the horse. The PARTICIPANT'S safety largely depends upon his or her ability to carry out simple instructions, and his or her ability to remain balanced aboard the moving animal (which is not easy for beginners). The PARTICIPANT shall be responsible for his or her own safety and that of an unborn child if the PARTICIPANT is pregnant. Pregnant women should ride horses only under the advice of their physician. Living on a Prayer, LLC, advises pregnant women not to ride horses
- F. CONDITIONS OF NATURE: Living on a Prayer, LLC is not responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall, or otherwise react in some unsafe way. SOME EXAMPLES ARE: thunder, lightning, rain, wind, wild and domestic animals, insects, or reptiles which may walk, run, fly near, bite and/or sting a horse or person. Further, Living on a Prayer, LLC is not responsible for irregular or obstructed footing on groomed or wild land (including indoor or outdoor arenas, pens, or pastures) which is subject to constant change in condition according to use, weather, temperature, maintenance (or lack thereof) and natural and man-made changes in landscape. Further still, Living on a Prayer, LLC is not responsible for activities engaged in by others such as, but not limited to, hunters (shooting guns, for example), trappers (setting traps, for example), railroad engineers (operating trains, for example) or car drivers or occupants (honking horns or throwing objects to scare a horse, for example).

- G. INSPECTION OF PREMISES: I understand that PARTICIPANT has had either the opportunity to inspect or has actually inspected Living on a Prayer, LLC's facilities, trails, and neighboring properties and is satisfied that all premises are reasonably safe for PARTICIPANT'S intended purpose, usage and presence.
- H. ACCIDENTAL AND PERSONAL LIABILITY INSURANCE: I agree that should medical treatment be required, I and/or my own accidental/medical insurance company shall pay for all such incurred expenses and deductibles. Should my actions or that of my horse cause injury or damage of any kind, I and/or my own personal liability shall pay for such damages.
- I. PROTECTIVE HEADGEAR WARNING: I agree that for myself and on behalf of my child and/or legal ward have been fully warned and advised by Living on a Prayer, LLC that protective headgear MUST be worn while riding and being near horses and I do understand that the wearing of such headgear at these times may reduce the severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as the result of a fall and other occurrences.
- J. LIABILITY RELEASE: I agree that in consideration of Living on a Prayer, LLC allowing my participation in this activity under the terms set forth herein, I, the PARTICIPANT, for myself and on behalf of my child and/or legal ward or other parent, heirs, administrators, personal representatives or assigns, do agree to hold harmless, release, and discharge Living on a Prayer, LLC, and/or its partners, managers, agents, independent contractors, employees, officers, directors, representatives, assigns, members, owners of premises, affiliated organizations and insurers and others acting on its behalf of and from all claims, demands, causes of action and legal liability, whether your damage be known or unknown, anticipated or unanticipated due to Living on a Prayer, LLC's and/or its partners, managers, agents, independent contractors, employees, officers, directors, representatives, assigns, members ordinary negligence; and I do further agree, I shall not bring any claims, demands, legal actions and causes of action, against Living on a Prayer, LLC and/or its partners, managers, agents, independent contractors, employees, officers, directors, representatives, assigns, members, as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of Living on a Prayer, LLC, to include while riding, handling, or otherwise being near horses owned by or in the care custody and control of Living on a Prayer, LLC whether on or off the premises of Living on a Prayer, LLC.
- K. ATTORNEY'S FEES: The safest course of action is not to ride or be around horses. Knowing this, anyone who nevertheless engages in and is hurt in this activity also agrees to indemnify Living on a Prayer, LLC and/or its partners, managers, agents, independent contractors, employees, officers, directors, representatives, assigns, members, for all reasonable attorneys

fees and related costs incurred in defending themselves against any compensatory actions taken or threatened by the Participant, the parents or guardians thereof, or his or her heirs, estate, assigns, including all minor children, and parental representatives.

- L. I have read this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement, fully understand its terms, understand that I have given up substantial rights by signing it, am aware of its legal consequences, and have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me or my child and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

- M. As a parent or guardian with legal responsibility for this participant, acknowledge that I am signing this document on behalf of my minor child and agree to be specifically bound to all of the terms and conditions of this agreement. I have read the agreement, fully understand the terms therein, understand that I have given up substantial rights by signing it, am aware of its legal consequences, and have signed this document freely and voluntarily without any inducement, assurance or guarantee being made to me. I intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law and further agree to indemnify and save and hold harmless Living on a Prayer, LLC.

- N. I have been advised to read or have read the provisions of Chapter 99E of the North Carolina Statutes dealing with Equine Activities. I understand an Equine Activity Sponsor is not liable for any injury to or the death of a participant resulting from the inherent risks of equine activities and no participant nor any participant's representative shall have any claim against or recover from any equine activity sponsor for injury, loss, damage, or death of the participant resulting from any of the inherent risks of equine activities. N.C. 99E-2

As much as we enjoy making our horses and the use of our property available to various riders, we respectfully request that if PARTICIPANT believes that a horse-related personal injury or death is justifiable grounds for shifting any part of the financial, emotional, and/or physical burdens of his/her injury (as onerous, regrettable, and/or tragic as they may be) back to Living on a Prayer, LLC and/or its partners, managers, agents, independent contractors, employees, officers, directors, representatives, assigns, or members, then *please do not participate in this activity on our property or with our horses*. We don't know how to state this more plainly. Thank you.

All participants and parents or legal guardians must sign below after reading this entire document.

SIGNER STATEMENT OF AWARENESS

I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK. WE FURTHER ATTEST THAT ALL FACTS RELATING TO THE APPLICANT ARE TRUE AND ACCURATE. BOTH PARENTS ARE REQUIRED TO AGREE AND SIGN.

Participant

Date

Participant is allowed to perform the following tasks: Stall cleaning Feeding
 Grooming Exercise riding of racehorses Hot-walking racehorses
 Riding of horses in training

Parent, guardian and/or spouse

Date

Parent, guardian and/or spouse

Date

Address

Home Phone

Emergency Contact Information

Phone

**Living on a Prayer, LLC
Dba Journeys End Training Center
375 Harper Road
Advance, NC 27006
336-940-4503 (farm)
336-399-5557 (mobile)
336-399-6113 (mobile)**