



Enterprise Farm Form of Release and Hold Harmless Agreement

I recognize and assume the unavoidable risks inherent in all equine activities, including, but not limited to bodily injury and physical harm to horse, rider, and spectator. By engaging in equine activities, or allowing my family members or guests to engage in equine activities, I assume responsibility for any occurrences affecting any such persons that may arise out of engagement in equine activities.

In consideration, therefore, for the privilege of riding and/ or working around horses at Enterprise Farm and for the receipt of other valuable consideration the receipt of which is hereby acknowledged, I hereby covenant and agree, for the express benefit of Enterprise Farm, its directors, shareholders, officers, employees, independent contractors, lessors, agents, attorneys, successors, and assigns (the Benefited Persons), as follows:

Release and Covenant Not To Sue: I do hereby release the Benefited Persons from any liability or responsibility for accident, damage, injury, or illness to me, my horse(s), any member of my family or his personal representative, or any of my guests arising out of any occurrence on or around the premises of Enterprise Farm. I further release any landowner who permits me to use his lands for riding or other activity (also, a Benefited Person). I hereby covenant not to sue any of the Benefited Persons and knowingly and voluntarily relinquish any claims, for myself and anyone claiming through me, hereafter existing which I, my personal representative, insurers, assignees, or subrogates may have against them, including claims arising out of the negligence of the Benefited Persons.

Hold Harmless and Indemnification: I hereby agree to fully and unconditionally hold the Benefited Persons harmless from any liability, claim, loss, injury or death to or caused by the Horse and shall indemnify the Benefited Persons against any and all liability, costs, claims or causes of action of any kind, including derivative claims, asserted against the Benefited Persons resulting from, caused by, or in any way connected with injury or death to or caused by my Horse, my family members my guests or myself (Indemnified Claims), unless such injury is a proximate and direct result of gross negligence or intentional misconduct of Enterprise Farm or its employees. I agree to reimburse the Benefited Persons for all costs and expenses, including their respective attorneys fees incurred in defense of any such indemnified claims. I understand and agree that this indemnity includes within its scope any claim brought against the Benefited Persons by any personal representative, insurer, assign or other similar person claiming through me, my family members, or my guests for asserted liability of the Benefited Persons, including liability grounded in ordinary negligence. I further understand and agree that this indemnity carries with it a duty on my part to provide legal defense for the Benefited Persons in connection with any indemnified claim and to reimburse the Benefited Persons for their costs and attorneys' fees incurred in connection with analysis and consultation regarding any indemnified claim.

Enforcement: I understand and agree that any of Benefited Persons may enforce any terms of this agreement and agree to reimburse any and each of them in the event they are reasonably required to bring action for enforcement of this agreement for their costs and expenses incurred in such action, including their reasonable attorneys' fees.

Severability: In the event any provision (or part thereof) of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, I agree that only so much of the provision as is

Initials: Owner _____ Enterprise Farm _____

invalid or unenforceable shall be stricken and the remaining part of such provision be interpreted as broadly as is possible to effect the meaning of such provision.

Chapter 99E Warning:

“Under NC 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 the equine activities. Chapter 99E of the NC general statutes” (effective 1/198).

I have hereunto set my name under seal and by so doing intend the same.

Signature of Releaser (as parent or guardian (if applicable) Name:

Print: _____ Date: ___/___/___

Name of Minor (if applicable): _____

Initials: Owner _____ Enterprise Farm _____