

Date \_\_\_\_\_

## Rosewood Farm, LLC

### Student Information

Rider's Name \_\_\_\_\_

Parent/Guardian Name \_\_\_\_\_

Local Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Rider's Email \_\_\_\_\_ Parent's email \_\_\_\_\_

Home Phone \_\_\_\_\_ Work phone \_\_\_\_\_

Cell Phone \_\_\_\_\_ School Attending \_\_\_\_\_

Rider's previous experience \_\_\_\_\_

Medical conditions which the farm should be aware of: \_\_\_\_\_

The participant is covered by accident/medical insurance and will remain so for the duration of the participation in activities at Rosewood Farm.

### 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 risk of equine activities. Chapter 99 E of the North Carolina General Statutes.***

### DISCLOSURE OF RISKS

I, \_\_\_\_\_, the undersigned for myself or on behalf of my child or the legal guardian of the person named below, do voluntarily request to participate in Equine Activities sponsored by Rosewood Farm, LLC., (hereinafter referred to as "The Farm" which term shall include Elizabeth Grossnickle, proprietor and Joan Hiskey, property owner). For the purposes of this contract the person actually participating in the activities shall be called the "Participant".

Equine Activities include but are not limited to:

- i. Equine shows, fairs, competitions, performances or parades that involved any or all breeds of equines (i.e. horses, ponies, mules, donkeys, or hinnies).
- ii. Any equine disciplines, including but not limited to dressage, hunters, jumpers, grand prix jumping, three day events, combined training, rodeos, driving, pulling, cutting, polo, steeple chasing, hunter trials and paces, endurance riding, trail riding, gymkhanas, western pleasure, western games, and fox hunting.
- iii. Equine care to include but not limited to: catching, leading, grooming, or equine teaching activities.
- iv. Boarding equine.
- v. Riding, inspecting, or evaluating an equine belonging to another whether or not the owner has received some monetary consideration or other item of value for the use of the equine, or is permitting a perspective purchaser of the equine to ride, inspect, or evaluate the equine.
- vi. Rides, trips, hunts, or other Equine Activities, however informal or impromptu that are sponsored by The Farm.

### **Agreements**

1. The undersigned acknowledges, understands, and voluntarily assumes the inherent risks of Equine Activities, meaning those dangers or conditions that are an integral part of engaging in an Equine Activity, including but not limited to the following:
  - i. The possibility of an equine behaving in ways that may result in injury, harm, or death to persons on or around them.
  - ii. The unpredictability of an equine's reaction to such things as sounds, sudden movement, unfamiliar objects, persons, or other animals.
  - iii. The hazards of surface and subsurface conditions.
2. The undersigned further understands that in dealing with an equine, the Participants in primary control of the equine agree that the Farm is not responsible for the result of the Participant's actions or inactions and the results thereof.
3. The Participant agrees not to abuse or deliberately agitate the equine, as these activities result in increased risk to the Participant and others.
4. The Participant has been advised to purchase and wear a helmet or hardhat with a secure harness, preferably and ASTM/SEI approved helmet, while engaged in Equine Activities as to avoid horse related injuries.
5. The Participant and/or his/her parents understand that there is NO SMOKING on the property.
6. The Participant agrees to abide by all rules and regulations for Equine Activities established by The Farm from time to time.

### **RELEASE FROM LIABILITY AND WAIVER OF RIGHT TO SUE**

The undersigned agrees that The Farm, it's owners, directors, agents, and employees (whether paid or volunteer), and any other and all other persons, firms, corporations, owners or leasees of any property or land on which we ride shall not be liable for an injury to or the death of a Participant resulting from the inherent risks of the Equine Activities sponsored by The Farm.

The undersigned further agrees that the Participant or Participant's representative shall not maintain an action against or recover from The Farm, its owners, directors, agents, or employees (whether paid or volunteer) engaged in Equine Activities for injury, loss, damage, or death of Participant resulting exclusively from any inherent risks of Equine Activities.

The agreements, release, and waiver set forth in the preceding paragraph shall also apply to and protect Elizabeth Grossnickle and/or Joan Hiskey, owner of the real property to The Farm.

### **Helmet and Barn Rules Awareness**

Rosewood Farm, LLC requires **ALL RIDERS** wear an ATSM/SEI approved riding helmet and appropriate footwear.

I have read the barn rules and will abide by them as well as inform family members and friends who come to visit with the riding student.

### **Signatures**

The undersigned has read and fully understands the aforementioned disclosures, agreements, releases and waivers and hereby agrees to the terms.

Date \_\_\_\_\_

Participant \_\_\_\_\_ (print)

Parent or legal guardian \_\_\_\_\_ (print)

Parent or legal guardian's signature \_\_\_\_\_

Received by Rosewood Farm \_\_\_\_\_ Date \_\_\_\_\_