

STACEY HASTINGS DRESSAGE INC.

**AGREEMENT AND LIABILITY RELEASE
READ CAREFULLY BEFORE SIGNING**

I agree to the following agreement with Stacey M. Hastings, Stacey Hastings Dressage, Inc. (hereinafter, "Riding Instructor") as a condition for her allowing me, and the persons identified below, to receive riding instruction or guidance from her and/or ride or be near horses (regardless of who owns them) under the direction of her, or others affiliated with her, at any time and at any location.

NAME OF CONTRACTING PARTY_____

PHONE:[HOME]_____ [BUSINESS]_____

ADDRESS:_____

I also make this agreement on behalf of the following, who are my children or legal wards:

1. _____ Age ____ 2. _____ Age ____

Child's Date of Birth _____ Child's Date of Birth _____

All parts of this agreement shall apply to me, and the children/legal wards listed above. [We will collectively call ourselves "I" or "my" throughout this agreement.] This agreement is binding at any time when Riding instructor permits me to be near horses, receive riding instruction or guidance from her, or her assistants at any location, and/or ride horses (regardless of who owns them) at any location; this agreement will also be binding before, during, and after I receive guidance or instruction.

IT IS HEREBY AGREED AS FOLLOWS:

1. I have requested to receive riding instruction or guidance from Riding Instructor and/or ride or be near horses (regardless of who owns them) under the direction of her, or others affiliated with her.
2. I understand that anyone riding or near an equine ("equine" refers to a horse or pony) can suffer bodily and other injuries. Among other things, equines are unpredictable by nature. For example when frightened, angry, or under stress, an equine's natural instincts are to jump forward or sideways or run away from danger by trotting or galloping. Equines are also known to kick, buck, bold (run away with or without a rider or handler), rear up strike, or bite. I know that equines can do these and other dangerous things without warning. I also understand that all equines are powerful and potentially dangerous.

Furthermore, I understand that riding or being near an equine can expose me to numerous hazards, which could include, for example: the possibility of an equine behaving in ways that may result in injury, harm, or death to persons on or around them; the unpredictability of an equine's reaction to such things as sounds, sudden movement, unfamiliar objects, persons, or other animals. **I understand these risks and dangers inherent in equine activities, and I agree to assume them. I also understand that these are just some of the risks and agree to assume others. I am not relying on Riding Instructor to list all possible risks.**

3. **LIABILITY RELEASE: As consideration for riding or being near horses (regardless of who owns them) and/or receiving riding instruction or guidance from Riding**

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Instructor or her assistants at any location, I agree to assume full responsibility for any and all bodily injuries or damages which I may sustain at any time before, during, or after receiving these services. The term "damages", means, for example, medical expenses, any losses incurred because of bodily injury or property damages, and/or personal property damages. I, for my heirs, administrators, personal representatives, or assigns, release and discharge Stacey M. Hastings, Stacey Hastings Dressage, Inc., the owners of the facilities where riding instruction or guidance takes place, and their respective employees, assistants, agents, insurers, representatives, heirs, assigns, and others acting on their behalf of and from any and all claims, demands, damages, actions, omissions, suits, or causes of action (present and future), whether the same be known or unknown, anticipated or unanticipated, resulting from or arising out of my bodily injury or damage that may be sustained, or property damage which may occur as a result of legal liability or ordinary negligence at any time before, during, or after a riding lesson at any location (except if injury or damage is directly caused by Riding Instructor's gross negligence or wanton and willful misconduct).

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 from the inherent risks of equine activities. Chapter 99E of the North Carolina General Statutes.

4. **INDEMNIFICATION.** I also agree to indemnify and hold harmless Stacey M. Hastings, Stacey Hastings Dressage, Inc., the owners of the facilities where riding instruction or guidance takes place and their respective employees, assistants, agents, insurers, representatives, heirs, assigns, and others acting on their behalf against all damages which are sustained or suffered by any third person(s) [people who are not parties to this agreement, including, *but not limited to*, my relatives, guests, etc.], including any and all injuries or damages whatsoever that I may cause, directly or indirectly, while riding or near horses (regardless of who owns them) at any time and at any location before, during, or after a riding lesson. The indemnification shall include attorney fees.
5. I agree to be fully responsible for my own safety at all times. Riding Instructor has advised me that I should purchase and wear properly fitted and secured ASTM-standard/SEI-certified protective equestrian headgear when riding, or even when near horses, for my own protection.
6. I am now and will be at all times while receiving riding instruction and/or riding or near horses covered by accident/medical insurance, described below.
Insurance Company: _____ Policy Number: _____
7. Person(s) to Contact in Case of Emergency:
Name _____ Phone Number: _____
Relationship: _____
8. Emergency Medical Treatment Information: Hospital of Choice: _____
Physician Name: _____ Physician Phone No.: _____
9. Health and Disabilities. I understand that many disabilities have accompanying conditions that pose special physical risks to the participant during exercise Horseback

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riding is exercise. I understand that Riding Instructor has strongly recommended that I seek the advice of a physician prior to participation in any equine activities. I also want Riding Instructor to be aware that I have the following disabilities that I believe would affect my ability to ride a horse or otherwise engage in an equine activity:_____

Name / Age of Person:_____

10. North Carolina law shall govern this Agreement and Liability Release. This Agreement can only be modified in writing and signed by me and Riding Instructor. Should any clause conflict with North Carolina law, that clause will be null and void and the remainder of this Agreement shall remain in effect. Should I breach this agreement, I agree to pay the attorney's fees and court costs related to such breach incurred by Riding Instructor and/or related persons.

11. **ALSO, I REPRESENT THAT:**

- I AM 18 YEARS OF AGE OR OLDER;
- I AM OF SOUND MIND, AND NOT SUFFERING FROM SHOCK OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS OR INTOXICANTS;
- I HAVE READ THIS ENTIRE AGREEMENT AND LIABILITY RELEASE(ALL PAGES), AND I FULLY UNDERSTAND IT; AND
- THE INFORMATION I HAVE PROVIDED IN THIS AGREEMENT AND LIABILITY RELEASE IS TRUE AND ACCURATE.

SIGNATURE OF CONTRACTING PARTY: _____

DATE: _____

SIGNATURE OF RIDING INSTRUCTOR: _____

DATE: _____