**Lesson Liability Waiver**

 WITNESS THIS RELEASE dated this day of , 20 ,

by and between Beth-Ann Tate hereinafter referred to as Management, and

hereinafter referred to as Rider, and, if Rider is a minor, Rider’s parent or guardian, . For consideration received, and in return for the use, today and on all future dates of the property, facilities and services of Management, Management’s instructors, employees, drivers and agents; Rider, Rider’s heirs, assigns, and representatives, hereby agrees as follows:

1. Inherent Risks and Assumption of Risk. The undersigned acknowledges there are inherent risks associated with equine activities such as described below, and herby expressly assume all risks associated in participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them: the unpredictability of equine’s reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participants ability.

Rider acknowledges that horses, by their very nature are unpredictable and subject to animal whim. Rider assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising therefrom. Rider agrees to abide by and follow Manger’s rules and regulations which, shall be posted and /or available from time to time. Rider further acknowledges that the behavior of any animal is contingent to some extent upon the ability of Rider. Rider assumes all risks therefor and warrants a full and fair disclosure of Rider’s abilities has been made to Manager.

Rider expressly releases Management form any and all claims for personal injury or property damage, even if caused by negligence (if allowed by the laws of this State) by Management or its representatives, agents or employees.

**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.**

1. Rider agrees to assume any and all risks involved in or arising our of Rider’s use of any equipment or livestock pertaining to the rental of horses or taking of riding lessons, the use of any arena on the premises of Management and for purposes of taking riding lessons either on the premises or lessons given off the premises by Management personnel.
2. RIDER (OR RIDER’S PARENT OR GAURDAIN IF RIDER IS A MINOR) AGREES TO HOLD HARMLESS, INDEMNIFY AND DEFEND MANAGEMENT AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, JUDGEMENTS, ORDERS, COSTS OR EXPENSES INCLUSING ATTORNEYS FEES, WHICH MAY IN ANY WAY ARISE FROM OR BE IN ANY WAY CONNECTED WITH RIDERS USE OF OR PRESENCE UPON THE PROPERTY OF MAGAGEMENT AND THE FACILITIES LOCATED THEREON. In the evet Rider is a minor, the parent or guardian shall further indemnify, defend and hold Management harmless from any such claims by said minor child.
3. In the event Rider is using Rider’s own horse, or a horse(s) not owned by Management, Rider warrants said horse(s) shall be free from infection, contagious or transmittable diseases. Management reserves the right to refuse access or use of any horse upon the premises that does not appear to Management to be in good health or is deemed dangerous or undesirable.

Management Rider

Parent or Guardian if Rider is a Minor