

SCARLET AND GOLD RIDING CLUB  
LIABILITY RELEASE FORM

## **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.**

**SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS AVTIVITY. THIS CLUB DOES NOT GUARENTEE YOUR SAFETY.**

**A. REGISTRATION OF RIDERS AND AGREEMENT PURPOSE**

In consideration of the signing of this agreement, I the individual listed below, and the parent or legal guardian thereof if a minor, do hereby request participation in **THIS RIDING CLUB**.

**AGREEMENT SCOPE, TERRITORY, AND DEFINITIONS** - This agreement shall be legally binding on me the registered member, and the parent and legal guardian thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the state and county of **THIS RIDING CLUB**. (The term "**HORSE**" herein shall refer to all equine species.) The term "**HORSEBACK RIDING**" herein shall refer to riding a horse mounted or otherwise handling of horses, ponies, mules or donkeys, whether from the ground or mounted. The term "**RIDER**" shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The terms "**I**", "**ME**", "**MY**" shall herein refer to the registered member names below and the parents or legal guardians thereof if a minor.

**B. NATURE OF HORSES. THIS RIDING CLUB** follows a safety program. Horseback riding is the only sport where one much smaller, weaker, predator animal (human) tries to impose its will on 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 instincts which may include but are not limited to: Stopping short, Changing directions or speed at will, Shifting its weight, Bucking, Rearing, Kicking, Biting or Running from danger.

**C. RIDER RESPONSIBILITY** - I understand that the rider is in primary control of the horse. The rider's safety largely depends upon his/her ability to carry out simple instructions, and his/her ability to remain balanced aboard the moving animal. I agree that the rider shall be responsible for his/her own safety and that of an unborn child if the rider is pregnant. **THIS CLUB ADVISES A PREGNANT WOMAN NOT TO RIDE A HORSE** unless permission is given under advice of her physician.

***"Inherent risk of an equine activity"*** means a danger or condition that is an integral part of an equine activity, including, but not limited to, any of the following:

- 1) The propensity of a horse to behave in ways that may result in injury, death, or loss to persons on or around the horse.
- 2) The unpredictability of a horse's reaction to sounds, sudden movement, unfamiliar objects, or other animals.
- 3) Hazards, including, but not limited to, surface or subsurface conditions.
- 4) A collision with another horse, another animal, or person, or an object.
- 5) The potential of a horse activity participant to act in a negligent manner that may contribute to injury, death, or loss to the person of the participant or to other persons, including, but not limited to, failing to maintain control over a horse or failing to act within the ability of the participant.

D. **LIABILITY RELEASE** - In consideration of **THIS RIDING CLUB** allowing my participation as a member, under the terms set forth herein, I, the rider and the parent or legal guardian thereof if a minor, do agree to hold harmless and release **THIS RIDING CLUB**, Marine Corps Base Camp Lejeune, the Commanding General, it's owners, agents, employees, officers, members, premises owners, insurers, and affiliated organizations from legal liability due to **THIS RIDING CLUB'S** ordinary negligence; and I do further agree that I shall bring no claims, demands, actions and causes of action and/or litigation against **THIS STABLE AND ITS ASSOCIATES** 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 operation of **THIS RIDING CLUB, TO INCLUDE WHILE RIDING, HANDLING, OR OTHERWISE BEING NEAR HORSES** Owned by or in the care, custody and control of **THIS STABLE**.

E. **PROTECTIVE HEADGEAR:** I do understand that the wearing of protective headgear around horses may prevent or reduce severity of some head injuries, and may even prevent death as the result of a fall or other occurrence. **This RIDING CLUB** strongly recommends that everyone wear a helmet when riding a horse and requires anyone jumping a horse to wear a helmet.

F. **MEDICAL TREATMENT:** I agree that should medical treatment be required, I and/or my own accident/medical insurance company shall pay for **ALL** such incurred expenses.

G. **STATEMENT OF AWARENESS:** I/we the undersigned have read and do understand the forgoing agreement, warnings, release and assumption of risks.

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Name of all participants (list all your family members using the stables)

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Signature of rider or parent or guardian  
(Spouses must sign for themselves)

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Date