

## WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

In consideration of being permitted by **EasiHorse LLC** to participate in activities including without limitation **Equine, Farm Animal or Agritourism activity** (collectively, "Activities"), I hereby agree to and execute this Waiver and Release of Liability and Indemnity Agreement (the "Release") and **I assume all risks associated with Activities. I am aware of the risks of injury and death inherent in Activities and I have read this notice:**

**WARNING: Under North Carolina law, Equine, Farm Animal and Agritourism Activities sponsors and professionals are not liable for injury to or the death of a participant in said Activities resulting exclusively from the inherent risks of said Activities.** *Chapter 99E of the NCGS.*

I hereby release, waive and discharge EasiHorse LLC, its officers, members, directors, employees, all other persons or entities acting on its behalf, and the owners of property used for the Activities (collectively, the "Releasees") from all liability to me, my spouse, minors named below, their parents and guardians, and representatives, heirs, successors, and assigns, thereof, (collectively, "Releasers") for any and all loss, injury or damage, and any and all claims therefor, on account of injury to person or property, or death while participating in Activities, and waive any right to sue Releasees on account of injury to person or property, or death while participating in Activities, and I indemnify and agree to hold harmless Releasees and each of them from any loss, liability, damage or cost they may incur due to Releasers' participation in the Activities.

I give permission to Releasees to create video/photographs containing Releasers' images/likenesses, and the irrevocable and unrestricted right to use them including for commercial purposes. I hereby release, discharge, and hold harmless the Releasees from any and all claims, demands, or causes of action that I may hereafter have by reason of anything contained in the photographs or video.

This Release is governed by and shall be construed in accordance with North Carolina law. I expressly agree that this Release is intended to be as broad and inclusive as permitted by law, and that if any portion hereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

\* **Name (Adult):** \_\_\_\_\_

\* **SIGNED:** \_\_\_\_\_ **Today's Date:** \_\_\_\_/\_\_\_\_/201\_\_

I agree to this contract on my own behalf and on behalf of the children named below.

\* **E-mail address:** \_\_\_\_\_

*Do not email me except in emergencies*

Phone(s): \_\_\_\_\_

*If you have additional contact or medical information we may need to know, please write on the back.*

\* **Child's name:** \_\_\_\_\_ **Date Of Birth** \_\_\_\_/\_\_\_\_/\_\_\_\_

2<sup>nd</sup> Child's name: \_\_\_\_\_ Date Of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_

3<sup>rd</sup> Child's name: \_\_\_\_\_ Date Of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_

2<sup>nd</sup> Adult Name: \_\_\_\_\_

2<sup>nd</sup> Adult SIGNED: \_\_\_\_\_ Today's Date: \_\_\_\_/\_\_\_\_/201\_\_

I agree to this contract on my own behalf and on behalf of the children named above.