

North Star Training Center

ASSUMPTION OF RISK ACCEPTANCE OF RESPONSIBILITY AND WAIVER OF CLAIMS

DEFINITIONS

Lynn: As used herein, the term "Lynn" shall mean and refer to Lynn Leath of 6600 Maynard Farm Road, Chapel Hill NC 27516, her heirs, agents, insurers and affiliated organizations, employees, assistants, and clinicians

NSTC As used herein, the term "NSTC" shall mean and refer to North Star Training Center, Inc, its agents, insurers and affiliated organization, employees, assistants, and clinicians

I: As used herein, the terms "I" shall mean and refer to the individual who has subscribed his or her name at the end of this document. The term shall include references to "me", "my", "myself", "undersigned" and shall bind all my heirs, successors, and assigns claiming through or by me.

AGREEMENT

1. **Acknowledgement:** I acknowledge that horseback riding lessons and the handling of horses involves a significant risk of injury or death. I acknowledge that this agreement shall be effective and binding upon me during the entire period of my participation in the handling of horses and/or the taking of horseback riding lessons by Lynn and/or under the direction of her employees, assistants and clinicians.
2. **Induce Reliance:** I make the following representation to induce reliance by Lynn and/or NSTC to perform the services and provide the facilities provided for in this agreement.
3. **Consideration:** I enter into this agreement in consideration of the professional services to be performed by Lynn and/or NSTC, or under her direction, or by and under the direction of her employees, assistants, and clinicians, wherever such services may be rendered to me.
4. **Assumption of Risk:** I assume responsibility for bodily injury, death, loss of personal property and all expenses thereof, which may occur as a result of my participation in the handling of horses and/or the taking of horseback riding lessons, and waive any and all claims which may result from the activity described in this document.
5. **Covenant Not to Sue.** I warrant, covenants and agree not to file, or permit to be filed on my behalf, any lawsuit, charge, or complaint against Lynn and/or NSTC with any administrative agency (unless prohibited by applicable statute or agency regulation) or with any state or federal court asserting any Claim(s) for which I have assumed the risk. In addition, I wave any right to recover damages, costs, and attorneys' fees in any action brought by me or by any other person or entity on my behalf
6. **Protective Riding Apparel:** I recognize the risk of serious injury is increased by not wearing protective gear, especially a helmet of the type designed and approved for horseback riding while horseback riding. I agree to wear a helmet of the type designed and approved for horseback riding at all times, and I assume full responsibility for myself in the event that I choose not to wear an approved helmet.

7. **Attorney's Fees:** If a civil action or other proceeding is brought to enforce this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and expenses incurred and such additional or other relief to which such party may be entitled.
8. **Knowing and Voluntary Execution and Waiver:** I acknowledge that I have read this Agreement carefully and fully understand the meaning of the terms of this Agreement. I acknowledge that I have signed this Agreement voluntarily and of my own free will and that I have knowingly and voluntarily assumed the risk of injuries and waived all damages that I have or may have against Lynn and/or NSTC.
9. **Opportunity to Consult with Counsel:** I further acknowledge that I have been advised by this Agreement, and have had the opportunity if I so choose, to consult with an attorney of my choice prior to signing this Agreement. Each party agrees that they shall be solely responsible for any attorney's fees incurred by that party in the negotiation and execution of this Agreement.

TAKE NOTICE

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 on the North Carolina general statutes.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

Signature: _____

Print Name: _____

Date: _____ DOB ____ / ____ / ____

Address: _____

Email: _____