

**Whitewater Equestrian Center**  
**PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK**

In consideration of the services of Whitewater Equestrian Center, L.L.C., their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "WWEC"), I hereby agree to release, indemnify, and discharge WWEC, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that horseback riding entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

**The risks include**, among other things, contact with wild animals, hiking and exposure to the elements. **The risks also include among other things the following:** A horse, regardless of its training and usual past behavior, may act unpredictably at times based upon instinct or fright which may cause the rider to be thrown from the horse or injured by the horse. Horses may do such things as bite, kick, buck, lie down, or stumble. Saddles may slip and other tack or saddle problems may develop as a result of normal use and wear. A horse may collide with obstacles or encounter variations in terrain such as creeks, water, bridges, traveled roads, wild animals, birds, stumps, forest growth, debris, rocks and cliffs and other obstacles whether obvious or not and whether man made or natural. Each of those obstacles or variations in terrain could cause you to lose control of your horse and you could fall. Riding a horse requires the participant to balance on the saddle; a participant may lose their balance and fall from the horse.

Furthermore, WWEC employees have difficult jobs to perform. They seek safety, but they are not infallible. They may be unaware of a participant's fitness or abilities. They may misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used may malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless WWEC from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of WWEC's equipment or facilities, **including any such claims which allege negligent acts or omissions of WWEC.**
4. Should WWEC or anyone acting on their behalf, be required to incur attorneys' fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

(Over)

6. In the event that I file a lawsuit against WWEC, I agree to do so solely in the state of North Carolina, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

**By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against WWEC on the basis of any claim from which I have released them herein.**

**I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

Signature of Participant \_\_\_\_\_ Date: \_\_\_\_\_

Print Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone \_\_\_\_\_ E-Mail: \_\_\_\_\_

**Parent's or Guardian's Additional Indemnification  
(Must be completed for participants under the age of 18)**

In consideration of

Name \_\_\_\_\_ Age \_\_\_\_\_ (print minor's full name and age),

Name \_\_\_\_\_ Age \_\_\_\_\_ (print minor's full name and age),

Name \_\_\_\_\_ Age \_\_\_\_\_ (print minor's full name and age),

Name \_\_\_\_\_ Age \_\_\_\_\_ (print minor's full name and ag),

Minor(s), being permitted by WWEC to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless WWEC from any and all Claims which are brought by or on behalf of Minor(s), and which are in any way connected with such use or participation by Minor(s).

Signature of Parent or Guardian \_\_\_\_\_

Print Name \_\_\_\_\_ Date \_\_\_\_\_

If photographs are taken of your ride, the WEC has your permission to use these in their advertising or brochures unless the WEC is advised by you, the participant, that you do not wish for the photo to be used for that purpose. We thank you very much.