



CONTINUING LIABILITY WAIVER & RELEASE

NOTICE: THIS DOCUMENT CONTAINS COVENANTS AFFECTING YOUR LEGAL RIGHTS. BY SIGNING BELOW YOU ARE RELEASING ANY AND ALL CLAIMS FOR PERSONAL INJURY, DEATH, AND PROPERTY DAMAGE RESULTING FROM YOUR ENTRY UPON THE PROPERTY AND PARTICIPATION IN THE EVENTS LISTED. PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING.

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.

In consideration of being allowed to enter into and participate in various "Equine Activities", as that term is defined in N.C. Gen. Stat. § 99E-1 (2003), including, but not limited to, horseback riding, instruction, therapy, and the use of equine animals and/or tack and equipment on the properties of Rising Hope Farms, LLC, Gail C. Wartner, and Kurt W. Wartner, (the "Property"), I, the undersigned, for myself, my heirs, executors, administrators, and assigns (collectively, my "Successors"), hereby waive and release any and all claims for damages, for death, personal injury, loss of property or property damage I may have, or that may subsequently accrue to me, or to my Successors, as a result of my participation in Equine Activities. I, the undersigned, discharge and release in advance all persons and/or organizations providing, hosting, sponsoring, managing, and conducting the Equine Activities, the owner's of the property, and each of their respective heirs, successors, and assigns (collectively, the "Sponsors"), and including, but not limited to, Rising Hope Farms, LLC, Gail C. Wartner, and Kurt C. Wartner, from any and all liability arising out of or connected in any way with my participation in the Equine Activities and/or entry upon the Property, even though that liability may arise out of negligence or carelessness on the part of the persons or entities mentioned above.

1. I acknowledge that Equine Activities involves dangerous and potentially deadly activity. My participation in said Equine Activities is voluntary and done at my own risk. I voluntarily assume all risks of loss, damage or injury that may be sustained while participating in the Equine Activities.
2. I affirm that I am physically fit and sufficiently trained to participate in Equine Activities.
3. I consent to the provision of emergency medical services (in the event such service are necessary) by the Sponsors. I understand and agree that medical or other services rendered to me by, or at the instance of, the Sponsors is not an admission of liability to provide or to continue to provide such services, and is not a waiver by any of the persons or entities mentioned above of any right hereunder.
4. I understand that serious accidents occasionally occur during Equine Activities, and that participants in Equine Activities occasionally sustain mortal or serious personal injuries and/or property damage as a consequence thereof.

Knowing the risks of participation in Equine Activities, I nevertheless hereby agree to assume those risks and to the following:

- A. Covenant not to sue. I hereby release, waive, discharge, and covenant not to sue the Sponsors, other participants, spectators, and any persons on the Property (the "Releasees") from liability to the myself and my Successors, for any and all loss or damage, and any claim or demands therefore on account of injury to my person or my property or resulting in my death, whether caused by negligence or otherwise, while I am in or upon the Property, and/or participating in, competing, officiating, observing, volunteering, or working in Equine Activities, or otherwise.
- B. Indemnification. I hereby agree to indemnify and save and hold harmless the Releasees from any loss, liability, and damage or cost they might incur due to my presence in or on the Property or in any way participating in, competing, officiating, observing, volunteering, or working in Equine Activities, or otherwise, and whether caused by the negligence of the Releasees or otherwise.
- C. Assumption of Risk. I assume full responsibility for and risk of bodily injury, death, or property damage due to the negligence or the Releasees, or otherwise, while in or on the Property and/or while participating in, competing, officiating, observing, volunteering, or working in Equine Activities, or otherwise.
- D. Continuing Waiver and Release. I hereby acknowledge that it is my desire not to be required to execute this Continuing Liability Waiver and Release each time I enter onto the Property or participate in an Equine Activity, as to do so would be both burdensome and repetitive. Therefore, I hereby agree that this Continuing Liability Waiver and Release shall be continuing in nature and that I shall be bound by the terms hereof on each and every occasion that I enter onto the Property and/or participate in any Equine Activity on the Property, until such time as I deliver to Rising Hope Farms, LLC (3775 Bethany Church Rd., Claremont, NC 28610) a written termination of this Continuing Liability Waiver and Release and the same is actually received by Rising Hope Farms, LLC.

I further agree that the foregoing is intended to be as broad and inclusive as is permitted by the law of the State of North Carolina, and that if any portion of it is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

Signature instructions: A Participant over the age of eighteen (18) and not otherwise mentally prohibited should complete, sign and date PART A, below, before an adult witness. If the Participant is under the age of eighteen (18) or mentally prohibited from making decision on his/her own behalf, the parent or guardian of the Participant should complete, sign and date PART B, below, before an adult witness.

PART A. I have read and understand everything written above and I voluntarily sign this release and waiver of liability and indemnity agreement, and further agree that no oral representations, statements, or inducements apart from the above written agreement have been made. I further represent and warranty .that I am over the age of eighteen (18), of sound mind, and not subject to any court order terminating or modifying my abilities and/or right to make decisions concerning my person on my own behalf.

Date: _____

Signed: _____

DOB: _____

Printed Name: _____

Witness Signature: _____

Witness Name: _____

PART B. AGREEMENT AND CONSENT OF PARENT OR GUARDIAN OF MINOR/MENTALLY CHALLENGED PARTICIPANT.

I, as parent or guardian of _____, represent to the Sponsors that the facts concerning my child or ward in the Continuing Liability Waiver and Release are true. I hereby give my permission for my child or ward to enter the Property and participate in Equine Activities pursuant to the terms hereof. In consideration of my child or ward being allowed to enter the Property- and participate in Equine Activities, I agree individually and on behalf of my child or ward to the terms of the Continuing Liability Waiver and Release.

By signing hereto I covenant not to sue the Releasees and I agree to indemnify, save, and hold the Releasees harmless for from any loss, liability, and damage or cost they might incur due to my or my child or ward's presence in or on the Property or in any way participating in, competing, officiating, observing, volunteering, or working in Equine Activities, or otherwise, and whether caused by the negligence of the Releasees or otherwise. I have read and understand everything written above and in this Continuing Liability Waiver and Release. I voluntarily sign this Agreement and further agree that no oral representations, statements, or inducements apart from the above written agreement have been made.

Date: _____

Signed: _____

DOB: _____

Printed Name: _____

Witness Signature: _____

Witness Name: _____