

Waiver/Release Hold Harmless Agreement

Name _____

Home

Address _____

Phone (_____) _____

Minor's birth date _____

The undersigned states as follows:

I acknowledge that outdoor activities such as hiking, horseback riding, and any farm related activity contain inherent risks of injury and damage to me personally.

I acknowledge that any transportation being provided likewise contains inherent risks of injury, death, and damage to me personally.

Knowing these facts, and, nevertheless, in consideration to your acceptance of this form, hereby for myself, my heirs, executors, and administrators waive, release, discharge, and hold harmless Avalon Farm, its owners, and all individual members thereof connected in anyway with these activities, their heirs, representative, executors, administrators, and assignees from all right, claim or liability for damages that might be sustained by me, including injuries from any and all claims of any kind of nature that I might incur as a result of, or arising out of my participation, caused by my own account or the acts of anyone.

I further agree that I will defend, indemnify, and hold harmless Avalon Farm, its owners and all members against claims, demands, and causes of action including court costs, attorney's fees, directly or indirectly arising from any action or other proceeding brought by or prosecuted for my benefit contrary to this release extended to all claims of every kind and nature what-so-ever, whether, known or unknown, and expressly waive any benefits I may have relating to the release of unknown claims.

I do acknowledge that I have read the foregoing paragraphs and know and understand the content thereof.

Signature of Participant _____ Date _____

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

Minors must have the following liability agreement signed by their parents or legal guardian.

We the undersigned parent or guardian of _____ for and in consideration of our child's participation in these proposed outdoor activities through Avalon Farm state that we have read the waiver, release, and hold harmless agreement written above and we expressly agree that the terms and conditions of said waiver, release and hold harmless agreement shall apply and be binding upon us and our minor child so far as it pertains to his or her participation. We further warrant named minor is covered by health and accident insurance.

I declare under penalty of perjury that the foregoing is true and correct. I do acknowledge that I have read and understood the above agreement.

Executed this ____ day of _____ 2008 in _____ County, in the state of _____

Mother (*print*) _____ (*signature*)

Father (*print*) _____ (*signature*)
