

# Waiver, Release of Liability, And Indemnity Agreement - North Carolina

*Read Carefully Before Signing*

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I agree to the following agreement with Kristin Hamacher; Kristin Hamacher Horsemanship, LLC; Clinton Anderson; Clinton Anderson Clinician Academy; Downunder Horsemanship, Inc.; Walkabout Events; & Leatherwood Mountains; (referred to in this document as "Clinician") as a condition for its allowing me, and persons identified below, to attend and/or participate in one or more clinics or instructional activities with Clinician, be near horses or ponies, handle horses or ponies, ride horses or ponies, receive instruction or guidance (directly or indirectly) in riding, working with, or handling of horses or ponies at any time and at any location under the direct or indirect supervision of Clinician; and/or use equipment (including, but not limited to, halters, lead ropes, headstalls, reins, bits, and handy sticks, or other equipment) on or near horses or ponies before, during, or after the clinic or instructional activity. (All of these activities, individually and collectively, will hereafter be referred to in this document as "The Activities.")

Name of Contracting Party: \_\_\_\_\_

Addresses Of Contracting Parties: \_\_\_\_\_

Phone: [Cell] \_\_\_\_\_ [Home] \_\_\_\_\_

I also make this agreement on behalf of the following, who is/are my child/ren or legal ward(s): 1. AGE: 2. AGE: Child' s Date of Birth: Child' s Date of Birth:

All parts of this agreement shall apply to me, and the children/legal wards listed above. [We will collectively call ourselves "I," "me," or "my" throughout this agreement.] This Waiver, Agreement, and Release of Liability is intended to be valid and binding *at all times, now and in the future*, when Clinician or his staff permit me (directly or indirectly) to engage in any or all of The Activities at any location.

## **IT IS HEREBY AGREED AS FOLLOWS:**

1. I have voluntarily requested to engage in any or all of The Activities.
2. *Consideration/Binding Effect.* I am signing this Waiver, Agreement, and Release of Liability in consideration for being allowed to engage in any or all of The Activities. This Waiver, Release of Liability, and Indemnity Agreement is

intended to be valid and binding at all times, now and in the future, when Clinician permits me (directly or indirectly) to engage in any or all of The Activities at any time and at any location.

3. *Risks of Equine Activities.* I understand that anyone riding, handling, or even near a horse or pony (these animals will hereafter be referred to as “equines” in this document) can suffer bodily and other injuries. Among other things, equines are unpredictable by nature. For example, when frightened, angry, or under stress, the natural instincts of an equine are to jump forward or sideways, back up quickly, or run away from danger by trotting or galloping. Equines are also known to kick, buck, rear up, spin around, strike, or bite. I know that equines can do any of these things without warning. I also understand that all equines, even if they have no history of inflicting injury, are powerful and have the potential to be dangerous to people and animals that are on, near, or around them.

Further, I understand that riding, handling, or even being near an equine can expose me to numerous hazards, which could include, *for example*: (a) the propensity of an equine to behave in ways that may result in personal injury or death to a person on or around it; (b) the unpredictability of an equine’s reaction to a sound, sudden movement, or an unfamiliar object, person, or other animal; (c) certain land conditions and hazards, including surface or subsurface conditions; (d) a collision with another equine, animal, or object; and/or (e) the potential of a participant to act in a negligent manner that may contribute to injury to the participant or another, including failing to maintain control over the equine or not acting within the participant’s ability. **I understand that these risks and dangers inherent in equine/farm animal activities can occur with or without negligence on part of Clinician, and I expressly agree to assume them. I also understand that these are some of the risks, and I agree to assume others that are not mentioned here. I am not relying on Clinician to list all possible equine-related risks for me in this document or at any time, now or in the future.**

#### **WARNING**

**North Carolina General Statutes**

**Chapter 99E - Special Liability Provisions**

**Article 1 - Equine and Farm Animal Activity Liability.**

**§ 99E-3 - Warning required.**

**Universal Citation:** [NC Gen Stat § 99E-3 \(2022\)](#)

**99E-3. Warning required.**

(a) Every equine professional and every equine activity sponsor shall post and maintain signs which contain the warning notice specified in subsection (b) of this section. The signs required by this section shall be placed in a clearly visible location on or near stables, corrals, or arenas where the equine professional or the equine activity sponsor conducts equine activities. The warning notice specified in subsection (b) of this section

shall be designed by the Department of Agriculture and Consumer Services and shall consist of a sign in black letters, with each letter to be a minimum of one inch in height. Every written contract entered into by an equine professional or by an equine activity sponsor for the providing of professional services, instruction, or the rental of equipment or tack or an equine to a participant, whether or not the contract involves equine activities on or off the location or site of the equine professional's or the equine activity sponsor's business, shall contain in clearly readable print the warning notice specified in subsection (b) of this section.

(b) The signs and contracts described in subsection (a) of this section shall contain the following warning notice:

"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."

(c) Failure to comply with the requirements concerning warning signs and notices provided in this Part shall prevent an equine activity sponsor or equine professional from invoking the privileges of immunity provided by this Part. (1997-376, s. 1; 2013-265, s. 3.2.)

**4. WAIVER AND LIABILITY RELEASE/RECOGNITION OF RISKS.** As lawful consideration for Clinician allowing me to engage in any or all of The Activities, now or in the future, at any location and with full knowledge and appreciation of the inherent risks of equine activities, I freely and voluntarily agree to assume the risks involved in any aspect of The Activities at any time. I agree to assume full responsibility for any and all bodily injuries or damages which I may sustain at any time when engaging in The Activities or while participating (directly or indirectly) in the clinic or instruction with Clinician. The term "damages," means, for example, medical expenses, losses incurred because of bodily injuries or property damages, and/ or personal property damages.

I, for myself and for my heirs, administrators, personal representatives or assigns, release, discharge, and agree not to sue Kristin Hamacher; Kristin Hamacher Horsemanship, LLC; Clinton Anderson; Clinton Anderson Clinician Academy; Downunder Horsemanship, Inc.; Walkabout Events; & Leatherwood Mountains; and their respective clinicians, officers, directors, managers, members, employees, agents, assistants, representatives, assigns, and others acting on their behalf, of and from all claims, demands, actions, omissions, or causes of action (whether they occur now or in the future, and whether they are known or unknown, anticipated or unanticipated), resulting from either the ordinary negligence of Clinician or of others associated with Clinician, or a violation by any of them of a provision of the state laws. On behalf of myself and on behalf of the minor children/legal wards listed above, am voluntarily releasing these claims against these parties regardless of whether the claims may result

from or arise out of my or my child's bodily injury, death, or property damage while engaging in any or all of The Activities at any location and at all times, *now and in the future*. (However, it is understood that I am not releasing any of these parties from liability for injuries that are caused by willful or wanton misconduct on part of the Clinician or those directly affiliated with Clinician.

**WAIVER AND LIABILITY RELEASE PERTAINING TO EQUINE(S).** In addition, with respect to each equine that I own, lease, ride, handle, use, or provide for any of The Activities (whether or not I am the one who is working with the equine), I agree to release and discharge Kristin Hamacher; Kristin Hamacher Horsemanship, LLC; Clinton Anderson; Clinton Anderson Clinician Academy; Downunder Horsemanship, Inc.; Walkabout Events; & Leatherwood Mountains; and their respective clinicians, officers, directors, managers, members, employees, agents, assistants, representatives, assigns, and others acting on their behalf, of and from all claims, demands, actions, or causes of action (whether they occur now or in the future, and whether they are known or unknown), resulting from ordinary negligence of Clinician or of others associated with Clinician. This waiver and release is intended to apply at all times before, during, or after The Activities take place at any location that may result in injury, loss, or damage to this/these equine(s) and that may accrue from any cause whatsoever, including accidents, illnesses, theft, running away, and/or injuries that may occur before, during, or after any of The Activities (except if injury or damage was directly caused by Clinician's gross negligence or willful and wanton misconduct).

**5. INDEMNIFICATION.** I also agree to indemnify and hold harmless Kristin Hamacher; Kristin Hamacher Horsemanship, LLC; Clinton Anderson; Clinton Anderson Clinician Academy; Downunder Horsemanship, Inc.; Walkabout Events; & Leatherwood Mountains; and their respective clinicians, officers, directors, managers, members, employees, agents, assistants, representatives, assigns, and others acting on their behalf against all liability, claim, loss, action or expenses which are sustained, suffered, or incurred by any third person(s) that I may cause (directly or indirectly) while engaging in any or all of The Activities at any time and at any location in connection with my attendance or participation in the clinic or instructional activity with Clinician. ["Third persons" are any and all people who are not parties to this Agreement and includes, but is not limited to, my relatives, guests, other clinic participants, spectators, or visitors, etc.]. The indemnification shall include reimbursement of Clinician's reasonable attorney fees.

**6. Helmets/Safety.** I agree to be responsible for my own safety. Wearing a helmet is my choice; Clinician has advised me that I should consider purchasing and wearing properly fitted and secured ASTM-standard (F 1163)/SEI-certified

protective equestrian headgear when riding, handling, or when near equines. I am **NOT relying on Clinician or anyone affiliated with Clinician to provide a certified equestrian helmet for me, to check any helmet or helmet strap that I may wear, or to monitor my compliance with this suggestion at any time – now or in the future.** If I choose to wear an ASTMstandard/SEI-certified equestrian helmet and headgear, or if I choose not to, this is my decision alone.

7. *Emergencies.* Person(s) to Contact in Case of Emergency:

Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

Phone No.: Cell Phone No.: Pager No.: \_\_\_\_\_

8. Health and Physical Conditions. Many physical conditions or disabilities pose special physical risks to the participant during exercise. Horseback riding, handling horses, and equine activities are exercise. I understand that Clinician recommends that I seek the advice of a physician before participating in any of the Activities. Also, I want Clinician to be aware of the following physical conditions I have that may affect my ability to ride an equine, handle an equine, be near an equine, and/or attend or participate in a clinic, program, or educational event:

9. Use of Photographs or Videotapes. By my signature below, I also irrevocably grant full permission for Clinician or others affiliated with and authorized by Clinician, to use and publish any photographs, videotapes, or electronic recordings taken of me, even if such use and publication is for commercial or promotional purposes.

10. Independent Trainers/Clinicians/Instructors. I am aware that independent trainers, clinicians, and/or instructors may occasionally do business near, or at the same time as, Clinician, but I understand they operate as wholly independent businesses and are not employees, partners, or in joint venture with Clinician.

11. This Waiver, Agreement, and Release of Liability is governed by state laws and is intended to be as broad and inclusive as state law permits. This document can only be modified in writing and signed by me and Kristin Hamacher. Should any clause conflict with state law, only that clause will be null and void and the remainder of this document shall stay in full force and effect at all times, now or in the future. Should I breach this Waiver, Agreement, and Release of Liability (or any part of it) I agree to pay the attorney's fees and court costs related to such

breach incurred by Clinician and/or persons directly affiliated with Clinician. It is also mutually agreed that any disputes arising under this Waiver, Agreement, and Release of Liability, or any activities that are undertaken pursuant to this document, shall be litigated in a State or Federal Court of proper jurisdiction located in or nearest to the County, where Clinician resides and transacts business, and I agree that this is a convenient location.

12. Also, I represent that:

I am at or over 18 years of age;

I am of sound mind, and not suffering from shock or under the influence of alcohol, drugs, or intoxicants;

I have read this entire waiver, agreement and release of liability (all three pages), and i fully understand it;

I am aware that this document is legally binding and that by signing it I am giving up legal rights and/or remedies;

I intend for this waiver, agreement and release of liability to be valid and binding today and at all times in the future; and The information I have provided in this waiver, agreement and release of Liability is true and accurate.

Signature of contracting party

\_\_\_\_\_

Date

Signature of Clinician

\_\_\_\_\_

Date