



HEART^{of} HORSE SENSE



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VOLUNTEER LIABILITY WAIVER, RELEASE, HOLD HARMLESS AND RISK ACKNOWLEDGEMENT AGREEMENT

WARNING:

**UNDER NORTH CAROLINA LAW, AN EQUINE OR FARM ANIMAL ACTIVITY SPONSOR
OR AN EQUINE OR FARM ANIMAL PROFESSIONAL IS NOT LIABLE FOR
AN INJURY TO OR THE DEATH OF A VOLUNTEER IN EQUINE OR FARM ANIMAL ACTIVITIES
RESULTING EXCLUSIVELY FROM THE INHERENT RISKS OF
EQUINE AND FARM ANIMAL ACTIVITIES.
CHAPTER 99E OF THE NORTH CAROLINA GENERAL STATUTES**

1. **Parties.** The parties to this **VOLUNTEER LIABILITY WAIVER, RELEASE, HOLD HARMLESS AND RISK ACKNOWLEDGMENT AGREEMENT** (the “Agreement”) are **Horse Sense of the Carolinas, Inc.**, a North Carolina corporation and/or **Heart of Horse Sense, Inc.**, a North Carolina nonprofit corporation (either or both, as applicable, being referred to herein as “HS”), and _____, an individual (a “Volunteer”) who is volunteering for HS on the Farm or Offsite (both as defined below).

2. **Participation in HS Program(s).** In exchange for Volunteer’s acceptance of the terms of this Agreement and his or her signature hereon acknowledging same, HS agrees to permit Volunteer to be present on all or a portion of (as determined by HS in its sole discretion) the property located at **7041 Meadows Town Road, Marshall, North Carolina 28753** (the “Farm”) or at another location as part of a HS event (“Offsite”).

3. **Nature of Equestrian and Farm Animal Activities.** Numerous obvious and non-obvious risks are inherent and always present in horseback riding and other equestrian-related and other farm animal-related activities, despite all safety precautions. By way of example and not limitation, horses, ponies and other farm animals may, among other things, stop short, suddenly change direction or speed, shift their weight from side to side, trip, fall, buck, spit, rear, bite, kick or run from what they perceive (correctly or incorrectly) as danger. These enumerated and related or similar risks, as well as the more general farm risks described in paragraph 4 below, among others, exist for anyone who is in close proximity to a horse or other farm or wild animal, whether mounted or on the ground.

Volunteer acknowledges these and similar or related risks and affirmatively states that he or she is not relying on HS to advise him or her of all possible risks.

4. **Nature of Farm Activities.** Numerous obvious and non-obvious risks are inherent and always present in a farm setting, despite all safety precautions. In addition to the risks related to equines and equestrian activities and other farm animal activities and farm activities in general some of which are detailed in paragraph 3 above, there are other risks present. By way of example and not limitation, (a) electric fencing and farm equipment is used regularly around the Farm or Offsite and can give rise to risks associated with electric fencing and the operation of heavy equipment; (b) farm animals such as horses, llamas, ostriches, alpacas, chickens, roosters, cats, dogs, cows and goats, among others, as well as wild animals naturally present in rural settings such as raccoons, foxes, deer, bobcats, coyotes, beavers, geese, groundhogs, wild turkeys, skunks, opossums and bears, among others, and such are unpredictable and can chase, attack, scratch, bite and injure humans and/or other animals present on the Farm or Offsite, (c) fertilizers, pesticides and animal medications are present on the Farm or Offsite and can cause property damage or personal injury to humans and animals

if encountered, handled or misused; (d) all types of insects, rats, snakes, spiders and other pests and vermin may at any time be present on the Farm or Offsite and can cause property damage and personal injury to humans and other animals; (e) ponds, creeks and other water features on the Farm or Offsite can present safety hazards, including risk of drowning or other water associated risks; (f) uneven terrain, ditches, sinkholes, deep mud, dead trees, fallen trees and other associated risks; (g) *infectious bacteria, viruses, fungi/mold, parasites or other agents which may be present on the Farm or Offsite (as they are in most outdoor locations) and can cause infection (including, but not limited to, the novel coronavirus known as COVID-19 and other rhino or coronaviruses as well as rabies, hepatitis, pneumonia and meningitis-causing viruses, among others; bacteria commonly known as tetanus, Salmonella, E. Coli, Staphylococcus, Streptococcus and tuberculosis, among others; fungus commonly known as Candida (yeast), aspergillus (mold) and ringworm, among others; various parasitic organisms such as giardia, pinworm, toxoplasma, hookworm, tapeworm, roundworm, scabies, among others, and all other infectious agents) in humans, including Volunteer, as well as in animals;* and (h) any and all other potential risks that may be associated with the operation of an agricultural, equestrian, commercial or residential facility.

Again, Volunteer acknowledges these and similar or related risks and affirmatively state that they are not relying on HS to advise them of all possible risks.

5. Waiver, Release and Indemnification. *In consideration for Volunteer's ability to use and/or be present at the Farm or Offsite, Volunteer agrees, to the extent permitted by law, to release and hold harmless HS and their respective founders, officers, directors, other volunteers, employees, representatives, agents, assigns, affiliated individuals or organizations (whether nonprofit or for profit), sponsors, insurers and others acting on behalf of any of them (all of which entities and individuals being collectively referred to herein as "HS Indemnified Parties") from all losses, claims, injuries, demands, causes of action and legal liability (collectively, "Losses") related to Volunteer's (or Volunteer's horse's or his or her other animals' presence at the Farm or Offsite, if applicable) whether the same be known or unknown, anticipated or unanticipated, foreseeable or unforeseeable, and even if such Losses are the result of the negligence and/or acts or omissions of HS Indemnified Parties or other individuals present on the Farm or Offsite.*

Volunteer further agrees to waive all claims which may otherwise arise from an injury to Volunteer while using or being present at the Farm or Offsite or any activity or program offered by HS and shall not pursue any claims, demands or causes of action against any HS Indemnified Parties for any economic or non-economic losses due to Volunteer's bodily injury, death or property damage arising out of the activities and programs offered by HS or Volunteer's use of or presence at the Farm or Offsite.

Volunteer agrees to be responsible for any and all damages, injuries and/or loss of life caused by Volunteer (or caused by a horse owned by or in the care, custody or control of Volunteer or any other animal brought to the Farm or Offsite by Volunteer) and to indemnify HS Indemnified Parties from any losses or expenses, including but not limited to attorneys' fees, which each such HS Indemnified Party incurs in connection with any such damages, injuries and/or loss of life.

6. Assumption of Risk. Volunteer acknowledges that failure to follow HS' rules and/or the directions of HS' staff, all of which are incorporated herein by reference, may put him or her (or his or her horse or other animal, if applicable) at risk of, or increase the risk of, injury or death. Volunteer acknowledges that he or she, as the case may be, bears the responsibility for Volunteer's safety and Volunteer should not participate in any equestrian or farm activity unless he or she is confident that Volunteer can do so safely. Participation in equestrian or farm activities at or with HS constitutes a knowing and voluntary assumption of all risks associated with such activities and those associated with being present at HS' facilities, including but not limited to inherent risks and the risk of negligence by HS or others. This assumption of risk is intended to operate as a bar to recovery for any claim for property damage, injury or death.

7. Helmet Requirement. HS requires that if Volunteer is ever riding any horse or other animal at the Farm or Offsite that Volunteer provide and wear his or her own properly fitting ASTM/SEI certified riding helmet. Volunteer acknowledges that wearing a properly fitted and secured equestrian riding helmet which meets or exceeds the quality standard of the SEI Certified ASTM Standard F1163 while riding, mounting, dismounting and being near horses or other animals may reduce the severity of head injuries sustained or prevent death as the result of a fall or other occurrence. HS

makes no representation as to the condition, effectiveness or suitability of any helmet used by Volunteer. Volunteer further assumes all helmet related risks. It is also required that anyone riding at the Farm or Offsite in close proximity to equines on the Farm or Offsite wear closed-toed shoes or boots with a hard sole and heel.

8. **Guests.** Volunteer understands and acknowledges that he or she is not permitted to bring a guest who has not executed this Agreement or the General HS liability waiver and release (together, the “**HS Waivers**”) to the Farm or Offsite. However, should Volunteer bring to HS’ facilities an individual who has not executed a copy of either of the HS Waivers in violation hereof, Volunteer shall be solely responsible for the safety of the guest, be responsible for any property damage, personal injury or loss of life caused by or suffered by such guest and further indemnify HS Indemnified Parties from any losses or expenses, including but not limited to attorneys’ fees, which each such HS Indemnified Party incurs in connection with any such damages, injuries and/or loss of life caused by or suffered by such guest.

9. **Permission to Treat Volunteer and Volunteer’s Animals.** Volunteer understands that HS does not typically administer medications to animals and will typically do so only when directed in writing by Volunteer. However, in the unexpected event of a medical emergency, Volunteer agrees that the employees or agents of HS have Volunteer’s permission to provide, seek and authorize medical, veterinary or farrier attention and services, including but not limited to first aid or emergency medical services for the Volunteer or for any veterinary or farrier attention or services for any horse or other animal owned, leased or in the care of the Volunteer. Further, Volunteer agrees that HS shall bear no liability in connection with its provision and authorization of such medical, veterinary and farrier attention and services and **Volunteer shall be solely responsible for any costs associated with such first aid, medical, veterinary and farrier services.**

10. **Barn Rules.** Volunteer understands and agrees that he or she must at all times abide by the Barn Rules which are from time to time promulgated and amended by HS. The Barn Rules are intended to keep Volunteers and others on the Farm and Offsite safe from harm and failing to abide by the Barn Rules can potentially endanger the Volunteers and others on the Farm and Offsite.

11. **Dogs/Other Pets.** HS dogs are permitted on the Farm or Offsite and Volunteer understands and agrees that other than such HS dogs, only residents of the Farm or Offsite residents, boarders of horses on the Farm or Offsite lessees of horses boarded on the Farm or Offsite are permitted to bring leashed, non-dangerous, trained, well-mannered dogs with no history of causing property damage or personal injury to the Farm or Offsite; and that no other pets may be brought on the Farm or Offsite by any person. If a Volunteer or a guest of a Volunteer fails to abide by these requirements and brings a dog or other animal onto the Farm or Offsite and as a result an injury, property damage and/or loss of life occurs, Volunteer shall indemnify and hold HS Indemnified Parties harmless from and against any losses or expenses, including but not limited to attorneys’ fees, which each such HS Indemnified Party incurs in connection with any such damages, injuries and/or loss of life.

12. **Parent/Legal Guardian.** If Volunteer is a minor, Volunteer’s parent or legal guardian (the “Volunteer Responsible Party”) has executed this Agreement with regard to Volunteer and wherever the word “Volunteer” appears herein, such Volunteer Responsible Party’s name shall be imputed so that any waivers, releases and indemnities provided herein that are required of Volunteer are also required of Volunteer Responsible Party and are operative with regard to Volunteer Responsible Party such that they waive, release and indemnify all HS Indemnified Parties to the fullest extent permitted by law.

13. **Miscellaneous.** This Agreement: (a) contains the entire agreement between Volunteer and HS and supersedes all prior written or oral understandings among the same regarding the terms hereof; (b) may not be amended or modified except in a writing signed by Volunteer and an authorized representative of HS; (c) shall be construed and enforced in accordance with the laws of the State of North Carolina; (d) has been carefully reviewed and is fully understood by the Volunteer and, if desired, has been reviewed by Volunteer’s independent counsel; (e) shall be binding upon HS, Volunteer and their successors, assigns, heirs and personal representatives; and (f) shall be for the benefit of HS. Volunteer and HS both irrevocably consent to the exclusive jurisdiction of the courts of Buncombe County, North Carolina as the appropriate venue for the resolution of any disputes which may arise hereunder. When the contexts in which words are used in this Agreement indicate that such is the intent, words in the

singular shall include the plural and vice versa. The Parties further agree that if any paragraph or part of this Agreement is found to be void or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall not be affected by such a finding.

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CHAPTER 99E OF THE NORTH CAROLINA GENERAL STATUTES**

VOLUNTEER:

Signature

Printed Name

Date

**VOLUNTEER RESPONSIBLE PARTY (if Volunteer
is a minor):**

Signature

Printed Name

Date

HS:

Heart of Horse Sense, Inc., a North Carolina
nonprofit corporation

By: _____
Shannon Knapp, Executive Director

Horse Sense of the Carolinas, Inc., a
North Carolina corporation

By: _____
Shannon Knapp, President