

ASSUMPTION OF RESPONSIBILITY AT ARROWMONT

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 N.C.G.S.

READ CAREFULLY EACH PROVISION OF THIS AGREEMENT AND INDICATE YOUR AGREEMENT BY **INITIALING EACH PROVISION** IN THE SPACE PROVIDED. **CAUTION: HORSEBACK RIDING CAN CAUSE SERIOUS INJURY OR DEATH. (Adult => 18 yo)**

_____ **In renting this horse or horses and riding same,** I am assuming the risk of injury knowing that the nature of horses is unpredictable as well as actions of other people and/or riders, and I agree to hold the owners of the horses free and harmless from any responsibility, and further agree to hold the owners of the properties across which the horses may go in the course of riding harmless and free from any responsibility for any accident that may occur. In accordance with the above, I also assume the risk of injury to my child/ward who is riding at Arrowmont Stable. **I understand that I am responsible for myself and my child (ren)/ ward(s) medical expenses.**

_____ **Covenant Not To Sue:** I, my spouse, and any person authorized to act on my behalf, hereby covenant not to sue Arrowmont, owners and lessees of the premises, including officers, employees, members, promoters, assistants, advertisers, participants, and agents of any of the above for any and all loss, damage, claim, or demands for any injury, death, or loss of property, whether caused by negligence or otherwise while I am participating in any activity at Arrowmont or for any claim whatsoever on account of first aid treatment or service rendered me during my participation in an activity at Arrowmont.

_____ **Release & Waiver:** I, my spouse, and any person authorized to act on my behalf, hereby release, waiver and discharge Arrowmont, owners and lessees of the premises, including officers, employees, members, promoters, assistants, advertisers, participants, and agents of any of the above for any and all loss, damage, claim, or demands for any injury, death, or loss of property, whether caused by negligence, lack of skill, accidental, willful or otherwise while I am participating in any activity, including horseback riding, or for any claim whatsoever on account of first aid treatment or service rendered me during my participation in an activity at Arrowmont.

_____ **Assumption of Risk:** I assume full responsibility for my actions and I voluntarily and freely choose to incur any and all risks and dangers connected with the activities offered at Arrowmont, including horseback riding, while upon, off, or around the Arrowmont facilities, whether caused by negligence or otherwise.

_____ **Indemnity Agreement:** If I, my spouse, and any person authorized to act on my behalf brings a legal action or any other claim or proceeding against Arrowmont, owners and lessees of the premises, including officers, employees, members, promoters, assistants, advertisers, participants, and agents of any of the above for personal injury, death, or property loss arising directly or indirectly from my participation in an activity, including horseback riding, at the Arrowmont facilities, I will pay for or reimburse all legal costs and attorney fees incurred by me, Arrowmont, or any other person or entity set forth above for the defense of any such actions. I also agree to conduct all litigation in Jackson Co., North Carolina.

_____ **Advanced Gait Agreement:** I understand that a gait faster than a walk (trot, canter, etc.) dramatically increases the danger and likelihood of falling off the horse. I understand that the horse may "bolt" or make a "sudden" start in an attempt to "keep up" with the other horses although I may not be totally prepared to start the advanced gait thereby increasing the danger of falling. I understand the trot is a "bouncier" gait that may increase the possibility of falling. I know to ride the trot with my bottom off the saddle, as if trying to stand, to use my knees as springs, and to hug the horse with my knees while holding the mane. **I understand if I fall I may sustain serious, permanent injury from the fall, another rider, or from a horse.** Knowing all the above, I am still willing to assume the dramatically increased risk of injury along with the accompanying medical bills. I also assume the risk of injury to my child/ward who is riding. I agree to hold the owners of the horses, owners of the properties over which I may go, the owners or operators of the stable, their staff, and any other rider or agent free and harmless from any responsibility for any accident that may occur.

_____ **I guarantee I am not under the influence of alcohol or illegal drugs, or am pregnant, and I have no injury/illness to prevent riding.**

_____ **I understand the Guide is concerned for the safety and welfare of the total group and I accept his/her authority. I realize failure to comply can result in prompt termination of my ride and hiking back to the barn. No refund, No recourse, No rebuttal, and No other consideration shall be negotiated.**

_____ **I give permission to use my likeness and/or my child's likeness, in whole or in part, in any form of advertising or promotion.** I also give permission to use my name and photographs/film for all media, commercial film, television, videotaping, or promotional purposes at no compensation to me.

Experience Level: Please check a number and initial it.

- _____ **#1 First Time** on a Horse _____ **#2 Beginner** - - rides once a year on vacation or it's been years
- _____ **#3 Intermediate** - - rides at least 3-4 times per year, had some lessons, or at least 10 hours on a horse per year, at ease at trot/canter
- _____ **#4 Semi-experienced** - - rides every week or more on a trail, has 50 hours on a horse outside a ring per year, can get a horse to walk that doesn't want to walk and can stop a horse that is reluctant to stop
- _____ **#5 Experienced** - - all of the above, plus, capable of teaching someone else to ride to first level dressage knowledgeably and safely

RIDING HELMETS RECOMMENDED: I agree to wear a Helmet(<18 years old Required) _____ I REFUSE to wear a Helmet _____

I have read this entire agreement carefully and fully understand its contents and sign it of my own free will without duress. I further certify that I am eighteen years of age or older (if under 18, parent or legal guardian has given me permission to horseback ride and has signed this agreement). I also recognize that I am giving up certain valuable legal rights to sue for any personal injuries or death I may suffer.

RIDER'S NAME (print) _____ **ADULT SIGNATURE** _____

Address _____ **CHILD'S SIGNATURE** _____

City/State _____ **Zip** _____

Phone _____ **Date Signed** _____ **Rider's Birthday** _____ **Age** _____

Email address _____ **Height** _____

I heard about Arrowmont from _____ **Weight** _____

Witnessed by _____ **Horse's Name** _____ **Anniversary** _____

Trail Choice: Fern Forest _____ Flame Azalea _____ Flame/Fern _____ Valley _____ 2 Hr _____ Other _____ Ring Ride _____ Trail Time _____

Trail times are approximate. Rate is based on the trail and not time. This agreement is the property of Arrowmont Stables & Cabins, LLC, 276 Arrowmont Trail, Cullowhee, NC 28723 828-743-2762 / 800-682-1092 Fax 828-743-3753 E mail: arrowmontreservations@gmail.com Copyright 1995-2015 ©