

I _____, the undersigned, have read and understand, and freely and voluntarily enter into, this ASSUMPTION OF RISK, INDEMNITY, ARBITRATION AND GENERAL RELEASE AGREEMENT in favor of YONAHLOSSE SADDLE CLUB, INC., a North Carolina corporation ("Operator"), and all of its officers, agents, representatives, lessors, lessees, guests, invitees, licensees, licensors, and insurers (hereinafter collectively referred to as "Stable"). As used herein, Rider shall include, but not be limited to, any person who is a rider or owner of a horse located at Fiore Farms, a parent of a minor child who rides a horse at Fiore Farms, or a parent or person who is receiving a riding lesson from someone other than an employee or agent of Stable.

I understand that Operator is a licensee of certain real property known as Fiore Farms (the "Land"). Operator uses the Land for the purpose of operating an equestrian center, whereby certain equine activities, including, but not limited to, horse riding (hereinafter collectively referred to as "Riding") occurs.

1. **Voluntary Participation and Knowledge of Risks.** I understand and acknowledge that there are inherent risks associated with or arising out of equine activities including, but not limited to, the following:

- A. The possibility of an equine behaving in ways that may result in serious injury, harm, or death to persons on or around them.
- B. The unpredictability of an equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals, that may result in serious injury, harm, or death to persons on or around them.
- C. The propensity of equines to run, buck, bite, kick, shy, stumble, rear, fall, or step on, that may result in serious injury, harm or death to persons on or around them.
- D. The danger arising from certain hazards, such as surface and subsurface conditions, or collisions with other animals that may result in serious injury, harm, or death to persons on or around them.
- E. The limited availability of emergency medical care.
- F. The potential of other riding participants to act in a negligent manner, such as failing to maintain control over an equine or not acting within such participant's ability, may result in serious injury or death to Rider or others.

2. **Assumption of Risk.** I understand and acknowledge that Riding and related activities, including, but not limited to, being in close proximity to other riders and being near areas where Riding and related activities are conducted, are hazardous activities that may result in serious bodily injury, harm or death. Rider hereby assumes any and all risk of loss, damage, injury or death in connection with Riding and any other use of the Land or area near or around the Land, regardless of the cause or reason.

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.

3. **Release.** I hereby release Stable and hold it harmless from any and all claims of every kind, nature and description, all responsibility, all liability, all demands, all actions, all causes of action and all threats thereof for any and all loss, damage, injury or death in connection with Riding or any other use of the Land or area near or around the Land, regardless of the cause or reason, to the full extent permitted by applicable law.

4. **Safety.** I agree to observe the highest degree and standard of care while Riding or otherwise using the Land or area near or around the Land and to abide by and follow the instructions, rules and regulations of Operator, whether verbal, in writing or posted.

5. **Rider's Horse.** In the event I use my own horse, or a horse or horses not owned by Stable, I expressly warrant and represent that said horse or horses shall be free from infection and contagious or transmittable diseases. Operator reserves the right to refuse access or use of any horse upon the Land that does not appear to Operator to be in good health or is deemed dangerous or undesirable.

6. **Indemnity.** I agree to indemnify and defend Stable against, and hold it harmless from, any and all claims, demands, causes of action, damages, judgments, orders, costs or expenses, including attorneys' fees, whether actually incurred or not, which may in any way arise from or be in any way connected with the Rider's use of or presence upon the Land and the facilities located thereon.

7. **AGREEMENT TO ARBITRATE.** I AGREE WITH STABLE THAT ANY CLAIM OR DISPUTE ARISING OUT OF THIS AGREEMENT OR ANY EQUINE ACTIVITY ARISING OUT OF OR RELATED TO FIORE FARMS SHALL BE SUBMITTED TO BINDING ARBITRATION IN ACCORDANCE WITH THE NORTH CAROLINA REVISED UNIFORM ARBITRATION ACT AND THE ACCIDENT CLAIMS ARBITRATION RULES (INCLUDING MEDIATION) OF THE AMERICAN ARBITRATION ASSOCIATION.

8. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina.

9. **Jurisdiction and Venue.** I agree that the proper jurisdiction and venue for the litigation of any claim or dispute arising out of this Agreement shall only be in the State or Federal Courts located in Guilford County, North Carolina.

10. **Survival of Agreement.** This Agreement shall be binding on all heirs, assigns and representatives of the parties hereto, including, but not limited to, any persons otherwise entitled to bring suit under Chapter 28A, Section 18 of the North Carolina General Statutes (Survival and Wrongful Death).

THIS DOCUMENT WAIVES IMPORTANT LEGAL RIGHTS. READ CAREFULLY BEFORE SIGNING.

IN WITNESS WHEREOF, I, the undersigned, have executed this ASSUMPTION OF RISK, INDEMNITY, ARBITRATION AND GENERAL RELEASE AGREEMENT under seal.

RIDER/PARENT: _____ (SEAL) DATE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

If signed on behalf of a Minor please provide the following information for the MINOR:
NAME: _____ AGE: _____ DATE OF BIRTH: _____
ADDRESS: _____
RELATIONSHIP OF ADULT SIGNING ON BEHALF OF THE MINOR: _____

ADULT HELMET WAIVER
(Persons under the age of 18 may not ride without a helmet.)

I have been advised that a protective riding helmet could prevent severe injury in the event of any accident. Against the advice of Stable, I am refusing this critical safety precaution.

RIDER/PARENT: _____ (SEAL) DATE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____