

DIXIELAND FARM

RIDER RELEASE & CODE OF CONDUCT

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. “

1. I, _____ (rider)/ _____ (parent/guardian signing on behalf of minor), the undersigned have read and understand, and freely and voluntarily enter into this Release and Hold Harmless Agreement with Dixieland Farm, LLC (“Company”), understanding that this Release and Hold Harmless Agreement is a waiver of any and all liability(ies).
2. I have read and fully understand the “WARNING” posted above, as well as the warning posted on the property.
3. I understand the potential dangers that I/my child could incur in the course of participating in an equine related activity and any interactions with other horses. Understanding those risks I hereby release that Company, its officers, directors, shareholders, employees, and anyone else directly or indirectly connected with that Company from any liability whatsoever in the event of injury or damage of any nature (or perhaps even death) to me/my child or anyone else caused by or incidental to my/my child's participation in any equine activity sponsored by Dixieland Farm, LLC. I have read or been advised of the WARNING posted by the Main Barn Entrance, which states:

“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. “ (N.C. EALA, Equine Activity Liability Act)

4. I understand and recognize and warrant that this Release and Hold Harmless Agreement, is being voluntarily and intentionally signed and agreed to, and that in signing this Release and Hold Harmless Agreement I know and understand that this Release and Hold Harmless Agreement may further limit the liability of equine professionals beyond that statutorily provided by the above referenced EALA and enumerated in paragraph 3 above; to include any activity, whatsoever, involving an equine, including death, personal injury, and/or damage to property.
5. I recognize and agree that I know which equine professional(s) I/my child will be working with, and acknowledge that I agree said equine professional(s) has/have made reasonable and prudent efforts to determine my/my child's ability to engage in the equine activity, and has/have sufficient knowledge of my/my child's equine and horseback riding skills as **to relieve, release, and hold harmless** said equine professional(s) **from any continuing duty to monitor my equine activities.**
6. I further voluntarily agree and warrant to Release and Hold Harmless this (these) equine professional(s) **from any liability whatsoever, including, but not limited to, any incident caused by or related to said equine professional's(s') negligence, relating to injuries known, unknown, or otherwise not herein disclosed;**

including, but not limited to, injuries, death or property damage from: mounting; riding; dismounting; leading a horse; grooming; feeding; use of horse barn, paddock, trails or horse ring, in any capacity; being bitten, kicked or stepped on; falling off horse whether horse is bucking, flipping, spooked; or my/my child's failure to understand any equine professional's directions relating to my/my child's riding or otherwise use and control, or lack thereof, of my/my child's horse or the horse I/my child have been assigned to.

7. I also freely and voluntarily enter into the following Mediation and Arbitration Agreement concerning any equine activity incidents relating to or allegedly involving Dixieland Farm, LLC.

Mediation with Arbitration if Necessary:

The parties shall endeavor to resolve any dispute arising out of or relating to this AGREEMENT by mediation under the then current *Mediation Rules and Procedures* of the Equine Dispute Resolution Service (EDRS). The parties agree to select a Mediator from the EDRS *Panel of Mediators*. Any controversy or claim relating to this contract or breach, termination or validity thereof, which remains unresolved for 45 days after the appointment of the EDRS Mediator, shall be settled by arbitration by an EDRS appointed Arbitrator in accordance with the then current EDRS *Arbitration Rules and Procedures*, and judgment upon the award rendered by the EDRS Arbitrator may be entered by any court having jurisdiction thereof.

NOTICE: Wearing an ASTM/SEI approved hard hat/riding helmet is required for all riders under 18 as well as all riders participating in any Special Olympics programs. Adults 18 and over it is strongly recommended that a helmet be worn while riding.

CODE OF CONDUCT

All participants, students, athletes, riders, campers, spectators, volunteers, employees and anyone on Dixieland Farm property at any time agrees to comport themselves with respect towards all others, animals, and property at all times. Dixieland Farm, LLC reserves the right to terminate any equine related services, including but not limited to riding lessons, horse training, summer camp or Special Olympics, with any individual(s) at any time at the discretion of the farm owners. Anyone who is determined to be a distraction, disruptive, disrespectful, verbally or physically injurious to themselves, others or any property will be immediately and permanently dismissed/terminated from all programs/activities.

Date: _____

Company: DIXIELAND FARM, LLC Signed: _____

RIDER or PARENT/LAWFUL GUARDIAN representing the minor rider listed in section 1, voluntarily entering into this Release and Hold Harmless Agreement/Code of Conduct:

Print Name: _____ Signature: _____

Date: _____

Minor Rider: _____

(Under 18)