

**Date:** \_\_\_\_\_

**Echo Creek Riding Academy, Ltd.  
Student Information**

Rider's Name: \_\_\_\_\_

Parent or Guardian Name: \_\_\_\_\_

Local Address: \_\_\_\_\_

City, State & Zip \_\_\_\_\_

Rider's Email: \_\_\_\_\_

Parent's Email: \_\_\_\_\_

Best Phone Number: \_\_\_\_\_ 2<sup>nd</sup> Phone Number: \_\_\_\_\_

Please indicate what kind of number: cellular, home, work, mom, and dad.

Please write year gradating next to school: Duke \_\_\_\_\_ UNC \_\_\_\_\_ Other \_\_\_\_\_

Previous Riding Experience \_\_\_\_\_

Medical Conditions which the Academy should be aware of \_\_\_\_\_

The Participant is covered by accident- medical insurance and will remain so insured for the duration of the participation in the equine activities at the Academy.

***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 risk of equine activities.***

***Chapter 99 E of the North Carolina General Statutes.***

**Disclosure of Risk**

I, \_\_\_\_\_, the undersigned for myself or on behalf of my child or legal guardian of the person named below, do voluntarily request to participate in Equine Activities sponsored by Echo Creek Riding Academy; Ltd. (hereinafter referred to as the "Academy" which term shall include Mary Virginia Rollins, proprietor). For the purpose of this contract, the person actually participating in the Equine Activities shall be referred to as the "Participant."

Equine Activities include, but are not limited to:

- i. Equine shows, fairs, competitions, performances or parades that involved any or all breeds of equines (i.e. horses, ponies, mules, donkeys or hinnies).
- ii. Any equine disciplines, including but not limited to dressage, hunters and jumpers, grand prix jumping, three-day events, combined training, rodeos, driving, pulling, cutting, polo, steeple chasing, hunter trials and paces, endurance riding, trail riding, gymkhanas, western pleasure, western games, and fox hunting.
- iii. Equine care to include, but not limited to: catching, leading, grooming or equine teaching activities.
- iv. Boarding equine.
- v. Riding, inspecting, or evaluating an equine belonging to another whether or not the owner has received some monetary consideration or other item of value for the use of the equine, or is permitting a prospective purchaser of the equine to ride, inspect, or evaluate the equine.
- vi. Rides, trips, hunts or other Equine Activities, however informal or impromptu that are sponsored by the Academy.

**Agreements**

1. The undersigned acknowledges, understands, and voluntarily assumes the inherent risks of Equine Activities, meaning those dangers or conditions that are an integral part of engaging in an Equine Activity, including but not limited to the following:
  - I. The possibility of an equine behaving in ways that may result in injury, harm, or death to persons on or around them.
  - (ii) The unpredictability of an equine’s reaction to such things as sounds, sudden movement, unfamiliar objects, persons, or other animals.
  - (iii) The hazards of surface and subsurface conditions.
2. The undersigned further understands that in dealing with an equine, the Participants in primary control of the equine agree that the Academy is not responsible for the result of the Participant’s actions or inactions and the results thereof.
3. The Participant agrees not to abuse or deliberately agitate the equine, as these actions result in increased risk to the Participant and others.
4. The Participant has been advised to purchase and wear a helmet or hardhat with a secure harness, preferably an ASTM/SEI approved helmet, while engaged in Equine Activities as to avoid horse related injuries.
5. The Participant agrees to abide by all rules and regulations for equine activities established by the Academy from time to time.

**Release from Liability and Waiver of Right to Sue**

The undersigned agrees that the Academy, its owners, directors, agents, and employees (whether paid or volunteer) and any other and all other persons, firms, corporations, owners and lessees of any property or land on which we ride shall not be liable for an injury to or the death of a Participant resulting from the inherent risks of the Equine Activities sponsored by the Academy.

The undersigned further agrees that the Participant or Participant’s representative shall not maintain an action against or recover from the Academy, its owners, directors, agents, and employees(whether paid or volunteer) engaged in Equine Activities for injury, loss, damage, or death of the Participant resulting exclusively from any of the inherent risks of Equine Activities.

The agreements, releases and waiver set forth in the preceding paragraph shall also apply to and protect Robert A. Millet Jr. and M.Virginia Rollins, lessors of the real property to the Academy.

**Helmet and Barn Rules Awareness:**

**Echo Creek Riding Academy requires ALL RIDERS wear an ASTM/SEI approved riding helmet.**

I have read the barn rules will abide by them as well as inform friends and family who come to visit with the riding student.

**Signatures**

The undersigned has read and fully understand the aforementioned disclosures, agreements and release, and hereby agrees to its terms.

Date: \_\_\_\_\_

Participant’s Signature \_\_\_\_\_ print \_\_\_\_\_

Parent or Legal Guardian’s Signature \_\_\_\_\_

Received and Accepted by Echo Creek Riding Academy, Ltd.

Signature \_\_\_\_\_

Date \_\_\_\_\_