



PO Box 11045, Winston-Salem, NC 27116-1045
www.heroequinerescue.org

HORSE, EDUCATION & RESCUE ORGANIZATION, Inc.

Release of Liability Form

For and in consideration of Horse, Education and Rescue Organization, a North Carolina non-profit corporation ("HERO") granting the undersigned permission to enter upon HERO's facilities (including any foster care facility or event location) and/or allowing the undersigned to participate in equestrian activities, the undersigned hereby assumes any and all risk of loss or injury to the undersigned's person and/or property, whether anticipated or unanticipated, arising from such entry upon these premises and/or the undersigned's participation in any equestrian activities.

The undersigned further agrees to indemnify HERO, its Board of Directors, owners, agent, volunteers and employees and to hold same harmless from any and all claims, demands, actions, expenses or liabilities (including HERO's attorney's fees and court costs) for any injury or damage to the undersigned and/or the undersigned's property, arising out of the undersigned's entry onto any HERO facility or event location and/or participation in such equestrian activities, and/or arising out of any act or acts of anyone or any animal within the undersigned's control.

The undersigned acknowledges that equestrian activities such as horseback riding, horse care and maintenance contain inherent risks of injury and damage to the undersigned personally, the undersigned's property and horses. Based upon such knowledge and in consideration of HERO's allowing the undersigned to enter onto these premises, hereby, for myself, my heirs, executors and administrators waive, release and hold harmless HERO, its Board of Directors, owners, agents, volunteers and employees from any and all right, or from any and all claims of any kind or nature that the undersigned might have as the result of, or arising out of the undersigned's participation, whether caused by the undersigned's own act or the acts of anyone or any animal within the undersigned's control.

"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 NC General Statutes.

THE UNDERSIGNED HEREBY ACKNOWLEDGES THAT I HAVE READ THE FOREGOING PARAGRAPHS AND UNDERSTAND THE CONTENTS THEREOF.

Signature: _____ Date: _____

Name: _____ Phone: _____

Address: _____

Family Physician: _____ Phone: _____

MINORS:

The undersigned declares that the undersigned is the parent or legal guardian of the minor named below. The undersigned has read the foregoing Release and Indemnity Agreement and in consideration of HERO allowing such minor entry onto its premises and/or allowing such minor to participate in equestrian activities, hereby agrees that all of the terms and conditions contained herein shall apply to such minor and shall be binding upon the undersigned and the minor.

The undersigned declares under penalty of perjury under the laws of the State of North Carolina, that the foregoing is true and correct.

Executed this _____ day of _____ 20__

Name of Parent/Guardian: _____ Phone: _____

Address: _____

Signature of Parent/Guardian: _____