

**HORSEBACK RIDING / PETTING ZOO
RELEASE AND WAIVER OF LIABILITY AGREEMENT**

PLEASE READ CAREFULLY BEFORE SIGNING BELOW

This agreement shall be legally binding upon named RIDER(s) and the parents or legal guardians thereof if a minor, their heirs, estate, assigns, including all minor children, and personal representatives. The term "HORSE" shall refer to all equine species. The term "HORSEBACK RIDING" shall refer to riding or otherwise handling of horses or ponies, whether from the ground or mounted. The term "RIDER" shall refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The term "I" shall herein refer to the rider or parent / legal guardian of the rider and/or participant of Darby Acres Farm, LLC Traveling Petting Zoo.

Rider(s): (First Name, Last Name)

Rider #1: _____

Age: _____

Rider #2: _____

Age: _____

Rider #3: _____

Age: _____

Mothers Name:

Fathers Name:

Legal Guardian Name:

Mailing Address:

Contact Phone: (____) _____

Email- Include me on your email list to receive monthly newsletters, notification of events & special offers.

Email Address:

TRAVELING PETTING ZOO: I, the undersigned, give my child permission to participate in the Darby Acres Farm, LLC Traveling Petting Zoo. I give my child/children permission to interact and touch animals brought by Darby Acres Farm, LLC. I understand that participation involves my child being both in the vicinity and in direct contact with live animals of various species. I have been informed and I completely understand and acknowledge that, although careful precautions will be used for the safety of all children participating in the Traveling Petting Zoo, there are possible risks involved for my child. I understand that any and all animals may react in an impulsive and unpredictable way as a result of, but not limited to, people, sounds, sudden movements, or other animals which could result in injury to my child. I will not hold anyone from Darby Acres Farm, LLC, or any participant of this event, liable for any accident, including but not limited to injury, illness, death, property damage, or any other loss sustained by me or my child (or the child I am representing), arising from or due to any cause whatsoever.

*******WARNING*******

Under North Carolina law, an equine activity sponsor or equine professional is not liable for an injury or to 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. AGREEMENT: I, _____, the undersigned have read and understand, and freely and voluntarily enter into this Release and Hold Harmless Agreement with Darby Acres Farm, LLC, understanding that this Release and Hold Harmless Agreement is a waiver of any and all liability(ies).

2. ACTIVITY RISK, CONDITIONS OF SURROUNDINGS & NATURE, AND INSPECTION OF PREMISES:

- I understand that Horseback Riding & Pony Rides involve and have numerous obvious and non-obvious inherent risks present despite safety precautions.
- I understand that any and all animals may react in an impulsive and unpredictable way as a result of, but not limited to, people, sounds, sudden movements, or other animals which could result in injury to my child.
- **I Acknowledge that a horse, pony or mule, without warning or any apparent cause, may buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's feet, push or shove a person, saddles or bridles may loosen or break, among other possible dangerous actions and behaviors, – all of which may cause the rider to fall or be jolted resulting in serious injury or death.**
- I understand the potential dangers that I could incur in mounting, riding, walking, boarding, feeding said horse; including, but not limited to, any interactions with other horses.
- I understand that Darby Acres Farm, LLC is NOT responsible for any total or partial acts, occurrences, including elements of nature, and all surroundings that can scare a horse, cause it to fall, or react in some other unsafe way.
- I have inspected the facilities at which pony rides are to be given and am satisfied that all conditions are reasonably safe for rider's intended purpose, usage, and presence upon premises.
- Understanding all risks, I hereby release Darby Acres Farm, LLC, its owner, officers, directors, shareholders, employees and anyone else directly or indirectly connected with Darby Acres Farm, LLC from any liability whatsoever in the event of injury or damage of any nature (or perhaps even death) to me or anyone else caused by or incidental to my electing to mount and ride a horse owned or operated by Darby Acres Farm, LLC, Jennifer Collins and/or her agents and employees and any and all horses.

3. ACCIDENT/MEDICAL INSURANCE:

- I agree that should emergency medical treatment be required, I and/or my own accident/medical insurance company shall pay for all such incurred expenses.
- I State that I am not currently pregnant and that I have no history of epileptic seizures, heart conditions or any other medical problem that could be affected by horseback riding.

4. LIABILITY RELEASE: I, for myself and on behalf of my child(ren) and/or legal ward, heirs, administrators, personal representatives or assigns, do HEREBY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge Darby Acres Farm, LLC, its owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations, and insurers, and others acting on its behalf (herein after, collectively referred to as "Associates"), of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to Darby Acres Farm, LLC and/or IT'S ASSOCIATES ordinary negligence; and I, do further agree that, I shall not bring any claims, demands, legal actions and causes of action, against Darby Acres Farm, LLC and IT'S ASSOCIATES (as stated above in this clause), for any economic and non-economic losses due to bodily injury, known, unknown or otherwise not herein disclosed; including, but not limited to, injuries, death or property damage from but not limited to: mounting; riding; dismounting; walking; grooming; feeding; use of horse barn, paddock, trails or horse ring, in any capacity; falling off horse regardless of cause; or my failure to understand any equine professional's directions relating to my riding, handling or otherwise use and control, or lack thereof, of my horse or the horse I have been assigned to; to include while being near horses and any and all animal species owned by or in the care, custody and control of Darby Acres Farm, LLC, whether on or off the premises of Darby Acres Farm, LLC.

5. PHOTO RELEASE: I give my permission for Darby Acres Farm, LLC to use any photos or videos of me and/or my child(ren) for any print or online marketing material.

****IF RIDER(S) IS/ARE UNDER THE AGE OF 18, HIS/HER PARENT(S) OR LEGAL GUARDIAN(S) MUST READ THIS AGREEMENT AND SIGN BELOW ON THE BEHALF OF THE MINOR****

AGREEMENT WITH DARBY ACRES FARM, LLC

DATE: _____

SIGNER STATEMENT OF AWARENESS: I, the undersigned, have read and do understand the foregoing agreements, warnings, release and assumption of risk. I understand that this agreement contains a promise not to sue Darby Acres Farm, LLC, its owners, employees and agents for all claims. I understand and recognize and warrant that this Release and Hold Harmless Agreement, is being voluntarily and intentionally signed and agreed to.

Person(s) voluntarily entering into the Release and Hold Harmless Agreement:

X _____
Legal Signature

Printed Legal Name

X _____
PARENT / LEGAL GUARDIAN Signature(s) (both if applicable)

Printed Legal Names (both, if applicable)