



RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT

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.

WITNESS THIS AGREEMENT this the ____ day of _____, 20____, by and between _____ (hereinafter referred to as the "Volunteer"), and Bit O'Luck Equine Rescue, Inc., a Non-Profit Corporation (hereinafter referred to as the "Corporation"). For and in consideration of the equine- and animal-assisted activities needing to be performed by Volunteer for the Corporation on this and all future days, Volunteer and his/her heirs, successors, trustees, agents, representatives, and assigns hereby agrees as follows:

WHEREAS, Volunteer acknowledges that horses, by their very nature, are unpredictable and subject to animal whim and that there are inherent risks associated with equine activities including, but not limited to, the propensity of equines to behave naturally by instinct to sounds, sudden movements, and, among other things, unfamiliar objects by running, bucking, biting, kicking, shying, stumbling, rearing, falling, or stepping on, that may result in an injury, harm, or death to persons or damage to property on, near, or around them. Volunteer further acknowledges that any negligence on the part of the Volunteer, including but not limited to, causing harm to the equine may contribute to injury to the Volunteer or others.

NOW, THEREFORE, the Parent or Volunteer being at least 18 years of age hereby assumes all risks in connection with the foregoing and expressly waives any claims against the Corporation or its employees, contract personnel, volunteers, or other representatives for any injury or loss arising therefrom.

FURTHER, Volunteer and his/her heirs, successors, trustees, agents, representatives, and assigns agree to release and hold harmless from liability and indemnify and defend the Corporation or its employees, contract personnel, volunteers, or other representatives against any and all claims, demands, causes of action, damages, judgments, orders, costs or expenses, including attorney's fees, whether actually incurred or not, which may in any way arise from or be in any way connected with Volunteer's presence upon the property and facilities located thereon.

I have read and understand the terms of this Release of Liability and Hold Harmless Agreement.

Signature of Volunteer

Date

Parent/Guardian Consent (if under 18)

Date