



Horse Sense of the Carolinas, Inc. Confidentiality Agreement and Equine Activity Liability Release and Risk Acknowledgement

Confidentiality Agreement:

By signing below, I agree not to disclose any client names, treatment information or identifying information pertaining to any client, past, present or future, of *Horse Sense of The Carolinas, Inc.* to anyone who is not affiliated with *Horse Sense of the Carolinas, Inc.* This confidentiality agreement is effective the date of the signing of this agreement, and is forever binding after my association with *Horse Sense of the Carolinas, Inc.* ends.

Equine Liability Release and Risk Acknowledgement:

- 1. Parties.** The parties to this document are Horse Sense of the Carolinas, Inc (hereinafter "Horse Sense") and _____ (hereinafter "client").
(print client name here)
- 2. Apportionment of Liability.** In consideration of client being allowed to attend, participate in, or observe activities sponsored or conducted by Horse Sense, or be present on the property on which Horse Sense conducts its activities, client does agree to hold harmless and release Horse Sense, its officers, members, managers, agents, employees, representatives, assigns, affiliated organizations, insurers, and all others acting on Horse Sense's behalf and the owner(s) of any horse or other property used by Horse Sense, from all claims, demands, causes of action, and legal liability, whether the same be known or unknown, anticipated or unanticipated even if due to negligence and/or other clients' acts or omissions. Client does further agree to waive all rights which may otherwise arise from an injury to client or client's property, and shall not bring any claims, demands, legal actions or causes of action, against Horse Sense, those persons described above, or any person or entity, for any economic or non-economic losses due to bodily injury, death, or property damage arising out of the activities of Horse Sense or client's presence on or proximity to property used by Horse Sense.
- 3. Indemnity.** Client agrees to be responsible for any and all damages, injuries, or loss of life caused by client or a horse in the care, custody and control of client, and to indemnify Horse Sense and all parties described above, for any losses or expenses (including attorney fees) which they incur in connection with claims related to client.
- 4. Risks.** According to the North American Horseman's Association, numerous obvious and non-obvious inherent risks are always present in horseback riding and being around horses, despite all safety precautions. No horse is a completely safe horse. Horses are 5 to 15 times larger, 20 to 40 times more powerful and 3 to 4 times faster than a human. If a client falls from a horse to the ground it will generally be at a distance of 3 to 5 feet, and the impact may result in injury to the client. If a horse is frightened or provoked it may divert from its training and act according to its natural instincts which may include, but are not limited to: stopping short, changing direction or speed at will, shifting its weight from side to side, bucking, rearing, biting, kicking or running from danger. These risks exist for any person around a horse, whether mounted or on the ground. Client acknowledges these risks and states that she/he is not relying on Horse Sense to advise of all the risks.
- 5. Acknowledgment and Assumption of Risks.** Client acknowledges that she/he bears responsibility for her/his own safety and client should not participate in any client activity unless she/he is confident that

she/he can do so safely. Participation in equine activities with or conducted by Horse Sense constitutes a knowing and voluntary assumption of all risks associated with equine activities involving Horse Sense or being present on or using Horse Sense property (including but not limited to inherent risks and the risk of negligence by Horse Sense or others) which is a defense under North Carolina law to any claim for injury or damage, and a bar to recovery.

6. **Helmet Use.** Client acknowledges that wearing a properly fitted and secured client riding helmet which meets or exceeds the quality standards of the SEI Certified ASTM Standard F1163 while riding, mounting, dismounting and being near horses **may** reduce the severity of head injuries or prevent death occurring as the result of a fall or other occurrence. Horse Sense makes no representations as to the condition, effectiveness or suitability of any helmet it may allow client to use. All helmet related risks are assumed by client.

7. **Visitors.** Should client bring to Horse Sense any person who is not a party to an Equine Activity Liability Agreement with Horse Sense, client agrees to educate them as to the risks of being around horses and horse operations, supervise them, be solely responsible for their safety, and to be financially responsible for any injury or loss caused by or suffered by any such person.

8. **Safety Rules.** Client agrees to follow such rules for safety as are attached or are subsequently provided to them, or posted. Client acknowledges that failure to follow Horse Sense safety rules or the directions of Horse Sense's staff may put her/him at risk of, or increase the risk of, personal injury.

9. **Premises Inspection.** Client has inspected the farm's premises and facilities and/or have in some other way satisfied himself/herself that the condition of the premises and the facilities will provide an adequate and reasonable level of safety for client and any guests, or visitors they bring on the premises.

10. **Other Terms.** This document states the entire agreement between the parties as to liability and may not be changed, except in writing signed by the parties. The benefits of this agreement, including the release of legal liability, waiver of rights, indemnity and covenant not to sue, are intended to benefit others, including Horse Sense's officers, directors, shareholders, members, managers, agents, employees, representatives, assigns, affiliated organizations, insurers, and all others acting on Horse Sense's behalf and the owner(s) of any horse or other property used by Horse Sense. This agreement shall be binding upon Horse Sense, client, and client's heirs or estate, when signed by the parties. If any clause, phrase or work is in conflict with State Law then that single part is null and void. This agreement and acknowledgments shall remain in force until terminated by client through written notice to Horse Sense at the address above. The General Court of Justice Madison County, North Carolina shall be the exclusive venue for any litigation between client and the parties described above.

Warning

Under North Carolina Law an equine activity sponsor or an 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.

Client Signature

Date

Signature of Client's Parent/Guardian

Date