

BALLENTINE FARMS, INC.  
BALLENTINE FARM RIDING ACADEMY  
6921 SUNSET LAKE RD.  
FUQUAY-VARINA, NC 27526-8634  
919-552-3536

**AGREEMENT AND LIABILITY RELEASE**  
READ CAREFULLY BEFORE SIGNING

I agree to the following terms with BALLENTINE FARMS, INC. (referred to herein as "the Stable"), as a condition for it allowing me, and the other persons identified below, to enter the property of the Stable, and/or ride horses on or off of the Stable's property.

NAME OF CONTRACTING PARTY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY, ST ZIP: \_\_\_\_\_

PHONE: home \_\_\_\_\_ business \_\_\_\_\_

I also make this agreement on behalf of the following, who are my children or legal wards (continue on back if more space is needed):

NAME: \_\_\_\_\_ AGE: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_

NAME: \_\_\_\_\_ AGE: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_

All parts of this agreement shall apply to me, and the children/legal wards listed above. (We will collectively call ourselves, "I", "me" or "my" throughout this agreement). This agreement is binding when the Stable permits me to enter the property and/or ride horses on, near or off of the property.

IT IS HEREBY AGREED AS FOLLOWS:

1. I have requested to enter the premises, receive riding instruction and/or ride horses on, near or off of the Stable's property.
2. **RISKS INVOLVED IN HORSE ACTIVITIES:** I understand that anyone riding or near a horse can suffer bodily and other injuries. Among other things, horses are unpredictable by nature. For example, when frightened, angry or under stress, a horse's natural instincts are to jump forward or sideways, back up, or run away from danger by trotting or galloping. Horses are also known to kick, buck, rear up or bite. I know that horses can do these things without warning. I also understand that all horses are powerful and potentially dangerous. I understand these risks and dangers and I voluntarily agree to assume them.
3. **LIABILITY RELEASE:** I assume full responsibility for any and all bodily injuries or damages which I may sustain when on, near or off of the Stable's property as well as when receiving riding instruction and/or riding horses on, near or off of the Stable's property. By the term "damages", I mean for example, medical expenses, expenses incurred because of bodily injury or property damages, and/or personal property damages. I, for my heirs, administrators, personal representatives or assigns, release and discharge the Stable, Nancy B. Elliott, and their respective officers, directors, partners, employees, agents, managers, trainers, instructors, heirs, representatives, assistants, insurers, assigns, and others acting on their behalf of and from all claims, demands, actions, omissions, rights of action, or causes of action (present and future), my or my guests bodily injury or damage that may be sustained, or property damage which may occur as a result of my being on, near, or off of the premises of the Stable, riding horses on the Stable's premises, and/or riding horses off of the Stable's premises (except if caused by the Stable's gross negligence or wanton and willful misconduct).

4. HELMET ADVISORY: I am fully responsible for my own safety while on, near or off of the Stable's property. I understand that the Stable has advised me to purchase and wear properly fitted and secured ASTM/SEI certified headgear, or I may rent one from the Stable, when riding or near horses in order to prevent or reduce the severity of some head injuries as a result of a fall or other occurrence. I understand that the Stable cannot guarantee my safety.
5. INDEMNIFICATION: I also hereby agree to indemnify and hold the Stable, Nancy B. Elliott and their respective officers, directors, partners, employees, agents, managers, trainers, instructors, heirs, representatives, assistants, insurers, assigns, and others acting on their behalf against all damages sustained or suffered by any third person(s) (people who are not parties to this agreement), whatsoever that I may cause while being on the premises of the Stable, riding or near horses around the Stable's property, and/or riding horses off of the Stable's premises. This indemnification shall also include reasonable attorney fees and costs.
6. SPECIAL NOTICE: The Stable reserves the right to dismiss any student, at any point in the course, when it is deemed by the director, that the student, student's family, student's visitors or other surrounding circumstances, including, but not limited to, bad behavior, refusal to follow safety rules, or a negative attitude no longer meets the Stable's acceptable standards. In such case, the student fees will be pro-rated and a refund for the balance of the course will be issued.
7. INSURANCE COVERAGE: I represent that I am now and will be at all times while on or near the Stable's property, covered by accident and/or medical insurance or I have sufficient funds to cover my medical expenses. My insurance company is:

\_\_\_\_\_ policy # \_\_\_\_\_

8. Has the student suffered from any illness or sustained any injuries requiring medical attention or hospitalization in the past 5 years? \_\_\_\_\_ If yes, please explain: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

9. Does the student have any coordination problems that would require special attention when riding, leading or being around horses or the Stable? \_\_\_\_\_ If yes, please explain: \_\_\_\_\_

\_\_\_\_\_

10. Person(s) to contact in case of emergency: \_\_\_\_\_

Relationship: \_\_\_\_\_ Phone: \_\_\_\_\_

11. North Carolina law shall govern this agreement. Should any clause conflict with State Law, that clause will be null and void and the remainder of this agreement shall remain in effect.

12. ALSO, I REPRESENT THAT: I am at or over 18 years of age, of sound mind, and not suffering from shock or under the influence of alcohol, drugs or other intoxicants; I have read and understand this entire agreement and liability release (both pages); and the information provided herein is true and accurate.

SIGNATURE OF CONTRACTING PARTY: \_\_\_\_\_

DATE OF SIGNATURE: \_\_\_\_\_