FENCE

Fall Hunter Pace and Trail Ride

Sunday November 15th

(No Rain Date)

Divisions: Field Hunter, Trail Rider, & Mini

Horse: Any and all Breeds welcome!

Current Coggins & Protective Headgear **REQUIRED**



3381 Hunting Country Road

Tryon, NC 28782

$ Entry Fee: $40 per Horse

Juniors 12 & Under $25

Lunch is included for Riders

AWARDS: 1ST – 6TH PLACE

RIBBONS IN ALL DIVISIONS

BEST DRESSED MEDALS!!

For Information contact:

FENCE 828-859-9021 – www.fence.org

WCHpace.org

FENCE Fall Hunter Pace and Trail Ride

Registration Form

Date: _____ Includes Mini Pace Team #: _____

Division: [Circle one] Field Hunter Trail Rider Mini-Pace

Coggins ◯ Cash ◯ Check ◯ Money Order ◯

Entry Fee: $40 per rider

******Pony Clubbers & Children under 12: $25 with riding adult, please indicate below******

PLEASE PRINT OR USE AN ADDRESS LABEL!

Rider: _____ Horse: _____

Address: _____ Email: _____

City & State: _____ Phone#: _____

Emergency Contact Name and Phone: _____

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 from the inherent risks of equine activities.

Article 99E of the North Carolina Statutes

Release and Waiver

I am participating in this equestrian activity at my own risk. I understand that this is a high-risk sport. I hereby assume all risks and further release and hold harmless the Organizers, Green Creek Hounds, organizing committee, judges and officials, all landowners, employees, Western Carolina Hunter Pace, and volunteers from all liability for negligence resulting in accidents, damage, injury or illness to myself or my property, including the horse or horses with which I will be participating.

Riders' Signatures_____

****Parent or Guardian's Signature if rider is under 21 years****

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FENCE HUNTER PACE
RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT

Read this Release Agreement carefully before signing.
HUNTER PACE event participation is entirely at your own risk.

It is EXTREMELY DANGEROUS to participate in any recreational or competitive activities involving equines, mounted, un-mounted or as a spectator or volunteer ("Equestrian Activity"). I/my child are experienced riders, understand the risks of Equestrian Activity and choose to participate in this Hunter Pace for my/our personal benefit and enjoyment.

By signing this Release Agreement, I /my child accept ALL risks of participating in Equestrian Activity, and release and indemnify FENCE, FETA, landowners, organizers and others from any and all liability for any accident or injury, including death.

The undersigned, in exchange for my/our participation in this Hunter Pace charity event and the uncompensated use of property owned by private landowners (the "Property") for this Equestrian Activity, hereby acknowledge and agree that:

1. PROTECTED PARTIES ARE NOT RESPONSIBLE. The (i) landowners (including lease or easement holders), (ii) FETA and FENCE (including their boards, officers, members, employees, contractors, agents and volunteers), and (iii) anyone assisting the undersigned in the event of an accident, (the "Protected Party/ies") accept NO legal responsibility or liability for the welfare, safety or behavior of any person engaging in this Equestrian Activity. ***I/my child fully understand and agree that (i) our Equestrian Activity on the Property is completely at my/our own risk; (ii) my/our use of the Property constitutes consideration for this Release Agreement and acceptance of all terms, and (iii) I/we have had adequate time to review this Release Agreement, and understand the release of liability, assumption of risk, waiver of rights and creation of legal obligations, and other provisions of this Release Agreement.***

2. EQUESTRIAN ACTIVITY IS DANGEROUS. Equestrian Activity and Hunter Pace participation is dangerous, and involves substantial inherent and other risks, including, without limitation: (i) The reaction of an equine to conditions and the presence of other horses behaving in dangerous ways which may result in injury, harm, or death to persons on or around them; the unpredictability of an equine's reaction to such things as sound, sudden movement, unfamiliar objects, persons or other animals; equines acting in dangerous ways (e.g. bucking, rearing, kicking and "spooking") which may be difficult to control; (ii) natural and man-made conditions and situations causing accident or injury (e.g. the presence of other equines and or livestock, wild animals, bees, hikers, resident or roaming dogs, bicyclists, joggers, hunters, use of equipment, tools, machinery and vehicles, persons acting negligently or unlawfully, and inadequate or negligent emergency medical care); (iii) Dangerous trail conditions caused by weather, wildlife, water, waterways, soil and subsurface conditions, trees, vegetation, and other natural or man-made causes, including neglect or negligent maintenance and repair; and (iv) remote, inaccessible Property, difficult to find or lacking cellular telephone or emergency rescue services; and all other hazards, situations and conditions resulting in accidents and injuries. ***I understand that Equestrian Activity is dangerous, agree that no Protected Party is responsible for my/our safety and assume <u>ALL</u> risks, foreseeable and unforeseeable, which I/we may encounter during this Hunter Pace or on the Property.***

3. SKILL, EXPERIENCE AND PHYSICAL ABILITY REQUIRED. Safe participation in Equestrian Activity requires personal skill, experience and competence. Accident, injury, death, loss or damage may result from rider or equine inexperience, lack of skill or knowledge, physical conditions or limitations, or other factors. ***I/my child are competent to independently engage in this Equestrian Activity, will not depend on the skill and experience of others when using the Property, and have no physical conditions or limitations which could adversely affect our safe participation.***

4. SAFETY HELMETS AND EQUIPMENT. Safety Helmets are required at all times while on the Property. Properly fitted *and secured* helmets that meet or exceed the quality standards of the SEI Certified ASTM Standard F 1163 Equestrian Helmet are strongly recommended. Wearing a certified helmet may reduce the severity of some head injuries and possibly prevent death as the result of a fall from an equine or carriage, or other occurrences. Using shoes/boots with heels, safety stirrups, protective vests, reflective clothing and other safety equipment is strongly recommended. ***I/my child will wear a safety helmet on the Property. I/we take full responsibility for the choice and proper use of protective helmets and other recommended safety equipment.***

5. PARENTS ARE RESPONSIBLE FOR CHILDREN. The equestrian trails/facilities on the Property are not an attractive nuisance

and parents are solely responsible for supervising Equestrian Activity of minor children. ***I will not permit my child to participate in this Equestrian Activity without such skill, experience and supervision as I deem necessary for his/her safety. I am solely responsible for any accident or injury to him/her unless caused*** **solely and exclusively** ***by the personal gross negligence or intentional misconduct of the Protected Parties***.

6. CHOICE OF APPLICABLE LAW. ***In the event that a court of competent jurisdiction refuses to uphold some of the provisions of this Release Agreement and an issue of applicable law arises, I/we hereby contractually agree to accept the standard of care and limitations of liability contained in the North Carolina Recreational Use Statute and other federal and state law relating to volunteers, Good Samaritans, and negligence, including limitations due to my/our contributory negligence. I/we understand that liability is also limited pursuant to the NC and SC Equine Activity Statutes, if applicable, and acknowledge that we have personally received the statutory warning. This Releasse Agreement is intended to provide cumulative protection to the Protected Parties together with any prior agreements I have previously made relating to Equestrian Activity on the Property, which I hereby ratify and confirm***.

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.

WARNING: Under South Carolina law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activity resulting from an inherent risk of equine activity, pursuant to Article 7, Chapter 9, Title 47, Code of Laws of South Carolina, 1976.

I/MY CHILD PARTICIPATE IN EQUESTRIAN ACTIVITY FOR PERSONAL BENEFIT AND ENJOYMENT. OUR PERMISSION TO PARTICIPATE AND USE THE PROPERTY FOR THIS EQUESTRIAN ACTIVITY IS CONTINGENT UPON VALID EXECUTION OF THIS RELEASE AGREEMENT. FAILURE TO READ AND EXECUTE AS REQUIRED REVOKES PERMISSION TO USE THE PROPERTY FOR EQUINE ACTIVITY. USE OF THE PROPERTY WITHOUT SUCH CONSENT IS TRESPASSING**.**

I/MY CHILD ASSUME ALL RISK OF EQUESTRIAN RACTIVITY ON THE PROPERTY. I/WE HEREBY COMPLETELY RELEASE, WAIVE, DISCHARGE AND HOLD THE PROTECTED PARTIES HARMLESS FROM ALL LIABILITY FOR ANY ACCIDENT, INJURY, LOSS OR DAMAGE--INCLUDING DEATH--UNLESS CAUSED SOLELY AND EXCLUSIVELY BY GROSS NEGLIGENCE.

I/MY CHILD, OUR HEIRS, EXECUTORS, ADMINISTRATORS, INSURANCE COMPANIES OR OTHER REPRESENTATIVES, AGREE NOT TO BRING ANY CLAIM, CAUSE OF ACTION, AND/OR LIABILITY CLAIM AGAINST ANY PROTECTED PARTY, AND HEREBY AGREE TO REIMBURSE, INDEMNIFY AND HOLD HARMLESS ANY PROTECTED PARTY FOR ALL COSTS AND EXPENSES INVOLVED IN DEFENDING, OR DAMAGES AWARDED, IN ANY CLAIM BROUGHT BY ANY PERSON AS A RESULT OF SUCH ACCIDENT, INJURY, LOSS OR DAMAGE--INCLUDING DEATH--RELATED TO EQUESTRIAN ACTIVITY AND PARTICIPATION IN THIS HUNTER PACE.

I HAVE READ AND UNDERSTAND ALL PROVISIONS ON PAGES 1 & 2 OF THIS RELEASE AGREEMENT. I AM GIVING UP LEGAL RIGHTS, CREATING LEGAL OBLIGATIONS, AND ASSUMING ALL RISKS.

Print Name/Age:_____**Signature:**_____**Date:**_____

Print Name/Age: _____**Signature:**_____**Date:**_____

MINORS: *ALL* PARENTS/GUARDIANS *MUST* SIGN

Mother: _____**Signature:**_____**Date:** _____

Father: _____**Signature:**_____**Date:** _____

Guardian(s)_____**Signature(s)**_____**Date:** _____

EMERGENCY CONTACT/MEDICAL INFORMATION:_____

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