

TRYON HOUNDS, INC.
RELEASE, WAIVER and INDEMNIFICATION AGREEMENT
NOTICE of APPLICABLE STATUTES, WARNINGS
Adopted July 29, 2020

Read this carefully. You participate at your own risk.

Participating in horseback riding, foxhunting, cross country recreational trail riding, competition and other equine activities, mounted, unmounted, in preparation to participate, or as a spectator ("Equine Activities") is EXTREMELY dangerous. It is my/my child's choice to participate in Equine Activities for personal benefit. In this Agreement, I /my child accept all of these risks, and agree to release and indemnify any Protected Party from any and all liability for accident or injury, including death, while participating in Equine Activities.

In exchange for permission to participate in Equine Activities and to use private property ("Property") while engaging in Equine Activities for personal benefit and enjoyment, I/my child acknowledge and agree that:

1. EQUINE ACTIVITIES ARE DANGEROUS. Equine Activities involve substantial inherent and other risks, including, without limitation, (i) the possibility of an equine behaving in dangerous ways which may result in injury, harm, or death to persons on or around them. (ii) the unpredictability of an equine's reaction to such things as sound, sudden movement, unfamiliar objects, persons or other animals (including the activities of Landowners), (iii) hazards of surface or subsurface, trail, trail-side, and adjoining area conditions, (iv) negligent conduct of other riders or uncontrolled horses, and (v) unsecured, dilapidated or unsafe jumps or obstacles due to natural conditions or neglect. I/my child understand and assume all risks involved in Equine Activities.
2. PROTECTED PARTIES ARE NOT RESPONSIBLE. Tryon Hounds, Inc. ("Tryon Hounds") CETA, FETA, Golden Hills of Fairview Homeowner's Association, Inc., Green Space of Fairview, LLC, NPA, NPA Property Owners, Slater Properties, Inc., and any Landowner or Lessee of Property (including their respective managers, members, shareholders, certificate holders, boards, officers, employees, agents and volunteers) ("Protected Party/Parties") shall not be responsible or legally liable for my/my child's presence on the Property or participation in Equine Activities. I/my child release and hold harmless each and every Protected Party from, and indemnify them against, any and all loss, damage or injury, including death, from any cause, including the negligence of any Protected Party.
INITIAL _____
3. LANDOWNERS ARE NOT RESPONSIBLE. I have paid no charge or fee to any Landowner for my/our recreational use of the Property. Any dues or fees paid to non-landowners are for benefits or services provided or event entrance fees.

4. PARENTS RESPONSIBLE FOR CHILDREN. The Property, including any obstacles intended for jumping, is not an attractive nuisance and I am solely responsible for supervising my child's participating in Equine Activities. I will not permit my minor child to participate in Equine Activities without such supervision, instruction and experience, as I deem necessary for his/her safe participation.

5. MULTI USE PROPERTY AND HAZARDOUS CONDITIONS. Many other people may be using the Property for a variety of purposes. Horses and other livestock, wild animals, other riders, hikers, bikers, resident or roaming dogs, children, hunters, persons using power equipment, machinery and vehicles, trespassers and many other potential users and hazards are likely to be encountered on multi-use Property and may cause or contribute to accidents, injury, death, loss or damage while on the Property whether or not engaged in Equine Activities. Property conditions change constantly due to hazards caused by water, waterways, soil and subsurface conditions, trees, vegetation, animals and other natural or man-made causes, including neglect or negligent maintenance. The Property may be in remote locations difficult to find or inaccessible to emergency responders and may not have available cellular telephone service. I/my child accept and assume all risk of natural or man-made hazards or dangerous conditions while on the Property, release Protected Parties from such risks whether or not related to Equine Activity, and agree that no Protected Party is responsible for emergency assistance.

6. SKILL, EXPERIENCE AND PHYSICAL ABILITY AND INSURANCE. Participating in Equine Activities requires skill and experience. Different horses are suitable for different levels of riders and for participation in different Equine Activities. I understand the Protected Parties do not provide medical or hospitalization insurance, and that I/my child will be covered by personal insurance. I/my child assume the risk of accident, injury, death, sickness and disease (including communicable diseases), loss or damage resulting from rider inexperience and failure to control any horse. I certify that I/my child have no physical conditions or limitations which would prevent safe participation in Equine Activities. I/my child understand that the above-described risks are foreseeable, and agree to release and hold harmless Protected Parties even if they have actual knowledge of such risks and their acts or omissions are negligent. I hereby consent, direct and authorize Tryon Hounds and/or the Protected Parties to engage any emergency medical or veterinary care, including transportation, required for me/my child or horse(s), and hereby release and indemnify Tryon Hounds or assisting individual, and assume all associated risks and agree to pay all associated costs. INITIAL _____

7. SAFETY HELMETS AND EQUIPMENT: I/my child understand that wearing proper headgear as protection from serious head injury is a mandatory condition for riding with the Tryon Hounds and take full responsibility for compliance with this rule. I/my child further understand(s) that all Protected Parties strongly recommend wearing a helmet that meets the standards of the SEI Certified ASTM Standard F 1163 Equestrian Helmet while mounted, and/or while working with a horse on the ground or otherwise participating in Equine Activities.

8. NOTICE OF LAWS LIMITING LIABILITY AND STATUTORY WARNINGS:

In addition to the release, waiver and indemnity provisions of this Agreement, I understand and agree that I/my child have been advised that the duty of care owed by a Landowner and I/my child's ability to recover damages from any Protected Party, are affected by the applicable State and Federal laws, and that the Protected Parties are relying on the limitation of liability provided by these statutes and this Agreement as a condition for use of the Property and participation in Equine Activities. For property in North Carolina, a Landowner's duty of care is generally limited to that owed to a trespasser (NC Statutes, Section 38A-4). For property in South Carolina, a Landowner generally owes no duty of care to keep the premises safe for entry or use by persons who have permission to use it for recreational purposes or to give any warning of a dangerous condition. (SC Code of Laws, Title 27, Ch. 3).

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 an equine activity resulting from an inherent risk of equine activity, pursuant to Article 7, Chapter 9 of Title 47, Code of Laws of South Carolina, 1976.

I/MY CHILD PARTICIPATES IN EQUINE ACTIVITIES FOR PERSONAL BENEFIT AND ENJOYMENT, AND AGREE TO COMPLY WITH ALL RULES OF PARTICIPATION AND PROPERTY USE OF THE TRYON HOUNDS AND OF ALL "PROTECTED PARTIES" AND VENUES. I/MY CHILD HEREBY RELEASE, WAIVE, DISCHARGE AND HOLD HARMLESS ANY PROTECTED PARTY FROM ANY LIABILITY FOR ANY ACCIDENT, INJURY, SICKNESS AND DISEASE (INCLUDING COMMUNICABLE DISEASES), LOSS OR DAMAGE, INCLUDING DEATH, RESULTING FROM EQUINE ACTIVITIES, USE OF THE PROPERTY, AND/ OR NEGLIGENCE BY ANY PROTECTED PARTY. FAILURE TO COMPLY WITH OBLIGATIONS HEREUNDER WILL REVOKE PERMISSION TO USE THE PROPERTY IT IS MY INTENTION FOR MY/MY CHILD'S HEIRS, EXECUTORS, ADMINISTRATORS OR OTHER REPRESENTATIVES, THAT EXCEPT IN THE CASE OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, I/MY CHILD WILL NOT BRING ANY CLAIM, CAUSE OF ACTION, AND/OR LIABILITY SUIT AGAINST, AND WILL RELEASE, HOLD HARMLESS, AND INDEMNIFY ANY PROTECTED PARTY FROM AND AGAINST, ANY LOSS, COST OR DAMAGE RESULTING FROM ANY INJURY WHICH WE MAY SUFFER ON THE PROPERTY OR PARTICIPATING IN EQUINE ACTIVITIES.

IN ADDITION, I/MY CHILD AGREE TO REIMBURSE, DEFEND, HOLD HARMLESS AND INDEMNIFY THE PROTECTED PARTIES FROM ANY INJURIES AND DAMAGES RESULTING FROM MY/THEIR NEGLIGENCE OR FAILURE TO COMPLY WITH THIS AGREEMENT, INCLUDING SUBROGATION OR OTHER ACTIONS BY THIRD PARTIES. THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT DURING ALL EQUINE ACTIVITIES AND/OR USE OF THE PROPERTY.

INITIAL _____

I hereby state that I am of lawful age to sign this Agreement and if I am signing on behalf of a minor, that I have the authority to enter into this Agreement on behalf of that minor. I understand that each and every one of the terms are contractual and not a mere recital, and that this document is signed by my own free act. This Agreement shall remain in full force and effect and shall not expire nor require annual renewal.

I HAVE READ AND UNDERSTAND THIS AGREEMENT. I AM GIVING UP LEGAL RIGHTS, CREATING LEGAL OBLIGATIONS, AND ASSUMING ALL RISK OF LOSS OR INJURY.

The parties agree that this Agreement may be electronically signed. The parties agree that the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

By signing below, I (as the participant or as the Parent/Legal Guardian of the minor identified below) hereby accept and agree to the terms and conditions of this Agreement in connection with my (or the minor's) participation in the Equine Activities. If, despite this Agreement, I, or anyone on my behalf or the minor's behalf, makes a claim for liability against any of the Protected Parties, I will indemnify, defend and hold harmless each of the Protected Parties from any such liabilities as the result of such claim.

Participant Signature: _____

Printed Name: _____ Date: _____

Parent/Legal Guardian Signature (required if participant is under the age of 18):

Parent/Legal Guardian Printed Name: _____ Date: _____

Minor Child's Name: _____ Age: _____

_____ Check here if you would like a Tryon Hounds member to contact you with information about foxhunting. Please include your printed name and contact information below:
