

TRYON WESTERN ADVENTURES

NAME: _____ ADDRESS: _____
CITY, ST, ZIP: _____
PHONE: _____ EMAIL: _____
EMERGENCY CONTACT (name and phone): _____

RELEASE OF LIABILITY

Under North Carolina Law, an equine activity sponsor or equine professional is not liable for an injury 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). As a passholder/guest of the Tryon International Equestrian Center (TIEC) and Adair Acres, LLC, I hereby knowingly execute this waiver of the right to litigate and do hereby agree to assume all risks associated with participation in any ride sponsored by TIEC and Adair Acres, LLC, or in riding on the premises as a passholder/guest of TIEC and Adair Acres, LLC.

I agree that my participation in the ride involves certain inherent risks, which include, but are not limited to, the following: (1) horseback riding involves being in remote areas for extended periods of time, far from communications, transportation, and medical facilities; that these areas can have many natural and manmade hazards which TIEC and Adair Acres, LLC cannot anticipate, identify, modify or eliminate, these hazardous surface/subsurface conditions including such things as rocks, trees, puddles, streams, fences, jumps and/or hard objects and/or holes, divots, ledges which could cause an equine to trip and/or fall and/or could strike a participant who falls from or is thrown from an equine; (2) that horses can behave in unpredictable ways which can result in accidents to anyone at any time, resulting in injury, severe injury, or death; (3) that an equine's reaction to sound, movements, objects, vehicles, persons, animals, scents or insects cannot be predicted.

I agree to take full responsibility for myself/my child, and the animal I/my child is riding. I will hold harmless TIEC, Adair Acres, LLC, Tryon Equestrian Properties, LLC, its affiliates and subsidiaries, its employees, instructors, all facility and event personnel, and all property owners over whose land the ride crosses, their representatives, successors and assigns, for any accident, injury or loss that might occur due to my participation in the TIEC and Adair Acres, LLC sponsored ride or while on the TIEC premises, and free from all liability for such injury or loss, including that due to negligence not caused by wanton or willful misconduct of TIEC, Adair Acres, LLC, or event personnel. This release extends to all claims of every kind and nature whatsoever, whether known or unknown, and I expressly waive any benefits that I may otherwise have under provisions of the law of North Carolina relating to the release of known claims. I understand that this release constitutes a limitation on my legal rights. Any action instituted against TIEC or Adair Acres, LLC must be filed in the State of North Carolina.

I further agree that any tack or articles of any nature left on the premises of TIEC is entirely at my own risk. This Waiver of Rights and Assumption of Risk supersedes all prior agreements and understandings and may not be changed or terminated orally, and no change or attempted waiver of any of the provisions hereof shall be binding unless in writing. The undersigned verifies acceptance of risks and responsibilities for rider's and horses' conditions and certifies that all information on this form is correct to the best of his/her knowledge.

TRYON WESTERN ADVENTURES

THIS AGREEMENT IS BINDING UPON MYSELF, MY SPOUSE, LEGAL REPRESENTATIVES, HEIRS, EXECUTORS AND ASSIGNS.

I HAVE READ THE ABOVE, UNDERSTAND IT, AND AGREE TO ABIDE BY THIS RELEASE.

Signature: _____ Date: _____

(in case of a minor, parent or guardian MUST sign release)

Participant's Name (please print): _____

Parent/Guardian of minor (please print): _____

Tryon International Equestrian Center (TIEC) means Tryon Equestrian Properties, LLC, including any parents, affiliates, subsidiaries or LLC Members.

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.