

de la Cruz Farms
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Participation, Liability Release and Assumption of Risk Agreement for Equine Related, Farm Related
and Arts/Crafts Activities

PARTIES: The parties to this document are de la Cruz Farms, a North Carolina non-profit organization (hereinafter "This Farm") and _____ and _____ (hereinafter "Parent", parent(s) or legal guardian(s) of _____ (hereinafter "Participant").

REGISTRATION OF PARTICIPANT AND AGREEMENT PURPOSE: I, the following listed individual, and the parents or legal guardians thereof if a minor, do hereby voluntarily agree to participate in equine (horse) related activities, farm activities and other activities as a participant of This Farm, and that I will utilize the horses provided by This Farm for the equine related services.

1. Participant Name _____ M or F _____
2. Address _____
3. Date Of Birth _____ Age _____ Over 240 pounds? yes or no _____
4. Best number to be reached _____
5. Email address _____
6. Any horse handling/riding experience? _____
7. EMERGENCY CONTACT NAME _____
8. EMERGENCY PHONE NUMBERS _____
9. RELATIONSHIP TO PARTICIPANT _____

10. Please check all that apply and explain so that we can structure our sessions to best accommodate your child's needs and best learning styles. If you need more room please use a separate piece of paper. Thank you.

- | | |
|---|--|
| <input type="checkbox"/> Difficulty following verbal directions | <input type="checkbox"/> Anxiety |
| <input type="checkbox"/> Learning difficulties | <input type="checkbox"/> Anger problems |
| <input type="checkbox"/> Attention Deficit Disorder | <input type="checkbox"/> Behavior difficulties |
| <input type="checkbox"/> Processing Problems | <input type="checkbox"/> Excessive fear |
| <input type="checkbox"/> Sequence Learning Difficulties | <input type="checkbox"/> Illness |
| <input type="checkbox"/> Hyperactivity | <input type="checkbox"/> Physical/motor difficulties |
| <input type="checkbox"/> Hearing Difficulties | <input type="checkbox"/> Health conditions |
| <input type="checkbox"/> Vision Difficulties | <input type="checkbox"/> Medical diagnoses |
| | <input type="checkbox"/> Other |

Please explain.

11. How can we help this participant with his/her needs and interests?

12. Does the participant have any fears that may affect his/her ability to participate in horse or farm related activities? Please explain.

13. Is there anything else you would like to tell us about the participant that would help us provide an encouraging and healthy experience while at This Farm? If necessary please attach a separate paper/write on back.

14. Does participant have any known allergies? If yes, does parent/legal guardian carry emergency materials to take care of the participant while at This Farm?

AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS: This agreement shall be legally binding upon me the registered participant and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the state and county of This Farm's physical location. This agreement is intended to be valid and binding at all times now and in the future when This Farm permits me (directly or indirectly) to enter This Farm's property, be on this This Farm's property, be near any horse, receive horse activity instruction or guidance from its associates and/or when I am near horses on or off of This Farm's property. Any disputes by the participant shall be litigated in, and venue shall be the county in which This Farm's physically located. This agreement is intended to be as broad and inclusive as the law permits. If any clause, phrase or word is in conflict with state law, then that single part is null and void. The terms "Horse" and "Equine" herein shall refer to all equine species. The terms, "I", "We", "Me", "My" shall herein refer to the above registered participant and the parents or legal guardians thereof if a minor.

INHERENT RISKS/ASSUMPTION OF RISKS: I/We acknowledge that: Risks, conditions, and dangers are inherent in horse/equine/animal/bee activities, regardless of all feasible safety measures which can be taken, and I agree to assume them. The inherent risks include, but are not limited to any of the following: The possibility of an animal to behave in ways that may result in injury, harm, death, or loss to persons on or around the animal; The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; Hazards, including, but not limited to, surface or subsurface conditions; A collision, encounter and /or confrontation with another equine, another animal, a person or an object; The potential of an equine activity participant to act in a negligent manner that may contribute in injury, harm, death, or loss to the participant or to other persons, including but not limited to, failing to maintain control over an equine and/or failing to act within the ability of the participant. Horses are 5 to 15 times larger, 20 to 40 times, more powerful, and 3 to 4 times faster than a human. If a rider falls from a horse to the ground it will generally be at a distance of from 3 ½ to 5 ½ feet, and the impact may result in harm to the rider. Horse activities in which one much smaller, weaker predator animal (the human) tries to impose its will on, and become one unit of movement with, another much larger, stronger prey animal that has a mind of its own (the horse) and each has a limited understanding of the other. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: Stopping short; Spinning around; Changing directions and/or speed at will; Shifting its weight; Bucking; Rearing; Kicking; Biting; and/or Running from danger. I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on This Farm to list all possible risks for me.

CONDITIONS OF NATURE WARNING. UNFAMILIAR AND SUDDEN SIGHTS, SOUNDS AND MOVEMENTS WARNING AND INSPECTION OF PREMISES: I/We acknowledge that: This Farm is NOT responsible for total or partial acts, occurrences, or elements of nature and/or sudden and/or unfamiliar sights, sounds and/or sudden movements that can scare a horse, cause it to fall, or react in some other unsafe way. SOME EXAMPLES ARE: Thunder, lightning, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, or fly near, or bite or sting a horse or person; and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape. I also understand that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on This Farm to list all possible conditions for me. The participant or parent or legal guardian have inspected This Farm's facilities and are satisfied that all premise conditions are reasonably safe for this participant's intended purpose, usage and presence upon This Farm's premises.

SADDLE GIRTHS/NATURAL LOOSENING WARNING: I/We acknowledge that: Saddle girths and cinches (fastener straps around horse's belly) may loosen during riding. Participants must alert the session leader or attendant of any girth/cinch looseness so action can be taken to avoid slippage of saddle and the potential for the participant to fall from the horse.

PROTECTIVE HEADGEAR/HELMET WARNING: I/We agree that: I for myself and on behalf of my child/legal ward have been fully warned and advised by This Farm that protective headgear/helmet, which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet, should be worn while riding/being around horses, and I understand that the wearing of such headgear/helmet at these times may reduce severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as the result of a fall and other occurrences. I am not relying on This Farm and/or its associates to provide a certified helmet for me or to check any headgear/helmet or headgear/helmet strap that I may wear, or to monitor my compliance with this suggestion at any time now or in the future.

LIABILITY RELEASE: I/We agree that: At least one parent or legal guardian or responsible party (teacher, chaperone, etc.) agrees to remain on The Farm facility while Participant is participating in activities and monitor the activities from a distance and to immediately notify The Farm staff of any behavior or activities that may be potentially unsafe for Participant. In consideration of This Farm allowing my participation in this activity, under the terms set forth herein, I, the Participant, for myself and on behalf of my child and /or legal ward, heirs, administrators, personal representatives or assigns, do agree to release, hold harmless, and discharge This Farm, its owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations, and insurers, and others activating on their behalf (hereinafter, collectively referred to as "Associates"), of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to This Farm's and/or its Associates ordinary negligence or legal liability; and I do further agree that except in the event of This Farm's gross negligence and/or willful and/or wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against This Farm and its Associates as stated above in this clause, for any economic and non-economic losses due to bodily injury and/or death and/or property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of This Farm, to include while participating in any horse activities or otherwise being near horses owned by This Farm, or in the care or custody or control of This Farm whether on or off the premises of This Farm, but not limited to being on This Farm's premises.

PHOTO, VIDEO, QUOTE, SOCIAL MEDIA AND INTERVIEW CONSENT AND RELEASE: I hereby consent to and authorize the use by de la Cruz Farms and its affiliates, subsidiaries, representatives and assigns of the following (collectively, the "Media") in promotional advertising materials (TV, Radio, Print), social media (Facebook, YouTube, Twitter, etc.), on de la Cruz Farms websites, in media articles, and any other from in any media whatsoever, whether now known or hereafter created, for illustration, promotion, art, editorial, advertising and trade, or any other purpose whatsoever without restriction as to alteration: permission to take and use photographs, videos, voice recordings and or other media of me, my children, our heirs, assigns and personal representatives; including derivative works, thereof; permission to use my comments as a quote and or use information I provide during an interview; and permission to use my first name in connection therewith. I acknowledge that I am eighteen years old or more and that I am the parent/guardian of the participant named on this application.. I hereby waive, release, discharge and hold harmless de la Cruz Farms and its officers, directors, employees, agents, predecessors, successors, assigns, representatives and affiliates from any and all claims and demands arising out of or in connection with use of the Media, including without limitation any and all claims for libel, defamation, publicity, appropriation of likeness or invasion of privacy.

NORTH CAROLINA 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.

SIGNER STATEMENT OF AWARENESS: I/We, the undersigned, represent that I/We have read and do understand this agreement, liability release and assumption of risk agreement. I/We attest that all facts are true and accurate.

DATE _____
SIGNATURE OF PARENT/LEGAL GUARDIAN/PARTICIPANT (over 18 years old) _____

NAME OF PARTICIPANT

NAME OF PARENT