

FORT LAWRENCE

LIABILITY RELEASE WAIVER

Releasor (Adult Equestrian or Parent):

Equestrian's Name:

Address:

Releasee: Fort Lawrence, David Lawrence, or Stephanie Lawrence (collectively Fort Lawrence)

Address: 3909 Shearin Rd. Whitakers, NC 27891 and Nash County Parcel 304630

Releasor voluntarily and knowingly signs this release with the express intention of canceling Releasee's legal liabilities and obligations as described below:

- a) Releasor hereby releases Releasee from all claims, known or unknown, that have arisen or may arise from the following occurrence: Any activity that may result in damages to personal property and/or bodily harm or even death at the above-referenced properties or properties owned or leased by Releasee. Releasor understands that, as to claims that are known to the parties when the release is signed, any statutory provisions that would otherwise apply to limit this general release are hereby waived. Releasor also understands that this release extends to claims arising out of this incident that are *not* known by Releasor at the time this release is signed.
- b) In consideration of Equestrian being allowed to use Fort Lawrence services or facilities, or be present on property used for its activities, Equestrian and/or Parent hereby holds harmless and releases Fort Lawrence, its managers, members, agents, employees, officers, directors, representatives, assigns, affiliated organizations, insurers, third party owners of horses and others acting on Fort Lawrence's behalf from all claims, demands, causes of action, and legal liability, whether the same be known or unknown, anticipated or unanticipated, and even if due to negligence and/or other equestrians' acts or omissions. Equestrian and/or Parent hereby agrees to waive all rights which may otherwise arise from an injury to Equestrian and shall not bring any claims, demands, legal actions or causes of action, against Fort Lawrence, those persons described above, or any person or entity, for any economic or non-economic losses due to bodily injury, death, or property damage arising out of the activities of Fort Lawrence or Equestrian's presence on Fort Lawrence property. Equestrian and/or Parent acknowledges that Fort Lawrence may from time to time, permit Equestrian to ride horses that may be owned by or leased from third parties. Equestrian and/or Parent hereby agrees that the Release and Waiver and all other terms contained in this Liability Agreement shall inure to the benefit of such third-party owner.
- c) Equestrian and/or Parent hereby agrees to this voluntary assumption of all risks associated with equine activities involving Fort Lawrence or being present on or using Fort Lawrence property (including but not limited to inherent risks and the risk of negligence by Fort Lawrence or others) which is a defense under North Carolina law to any claim for injury or damage, and a bar to recovery.
- d) By signing this release, Releasor additionally intends to bind his or her spouse, heirs, legal representatives, assigns, and anyone else claiming under him or her. Releasor has not assigned any claim covered by this release to any other party. Releasor intends that this release apply to the heirs, personal representatives, assigns, insurers, and successors or Releasee as well as to the Releasee.

Releasor's Signature

Date

County of Residence: