



Sacred Connections Horsemanship Liability Release Form

Sacred Connections Horsemanship P.O. Box 153, Tryon, NC 28782
Sign, Scan and Email to: info@sacredconnectionshorsemanship.com
or bring signed copy to the clinic.

Please print:

Name _____

Address _____

Phone _____ Email address _____

_____, hereinafter designated Participant, and if Participant is a minor,

Participant's parent or guardian, PARENT NAME _____. In return for the use today and on all future dates of the property, facilities and services of Clinician and any property or facilities in use by the Clinician or SCH, the Participant, his heirs, assigns, and legal representatives, hereby expressly agree to the following:

To attend and/or participate in one or more clinics, seminars or instructional activities with Clinician, be near horses or ponies, handle horses or ponies, ride horses or ponies, receive instruction or guidance (directly or indirectly) in riding, working with, or handling of horses or ponies at any time and at any location under the direct or indirect supervision of Clinician; and/or use equipment (including, but not limited to, halters, lead ropes, saddles, headstalls, bits, and whips, spurs, or other equipment) on or near horses or ponies before, during, or after the seminar or instructional activity.

1. It is the responsibility of the Participant to carry full and complete insurance coverage on his/her horse, personal property and him/herself.
2. Participant agrees to assume any and all risks involved in or arising from the Participant's use of or presence upon the Clinician's property and facilities and any property or facilities in use by the Clinician or SCH including, without limitation but not limited to, the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency medical care, or the negligence or deliberate act of another person.
3. Participant agrees to hold the Clinician, SCH and all of its successors, assigns, subsidiaries, affiliates, officers, directors, employees and agents completely harmless and not liable and to release them from all liability whatsoever and agrees not to sue them on account of or in connection with any claims, causes of action, injuries, damages, costs or expenses arising out of Participant's use of or presence upon the Clinician's or SCH's property and facilities or any property or facilities in use by the Clinician or SCH, including without limitation, those based on death, bodily injury, property damage, including consequential damages, except if the damages are caused by the direct, willful and wanton negligence of the Clinician or SCH.
4. Participant agrees to waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release.
5. Participant agrees to indemnify and defend the Clinician and SCH against, and hold them harmless from, any and all claims, causes of action, damages, judgments, costs or expenses, including attorney's fees, which in any way arise from the Participant's use of or presence upon the Clinician's or SCH's property and facilities or any property or facilities in use by the Clinician and/or SCH.
6. Participant agrees to abide by all of the Clinician's and SCH's rules, regulations policies and guidelines.
7. Independent Trainers/Clinicians/Instructors. I am aware that independent trainers, Clinicians, and/or instructors may occasionally do business near, or at the same time as, Clinician, but I understand they operate as wholly independent businesses and are not employees, partners, or in joint venture with Clinician.
8. Participant hereby grants the Clinician and/or SCH permission to use their picture, videotaped image or likeness in a photograph and/or name and any related narrative by Sacred Connections Horsemanship in any and all of its publications, including website entries, news story, publication, video, training material or advertising of any kind without payment or any other consideration.
9. Participant understands and agrees that these materials will become the property of the Clinician and/or SCH and will not be returned. Participant hereby irrevocably authorizes the Clinician and/or SCH to edit, alter, copy, exhibit, publish or distribute this photo for purposes of publicizing the Clinician's and/or SCH's programs or for any other lawful purpose. In addition, Participant waives the right to inspect or approve the finished product, including written or electronic copy, wherein their likeness appears. Additionally, Participant waives any right to royalties or other compensation arising or related to the use of the photograph or photographs. Participant hereby holds harmless and releases and forever discharges the Clinician and/or SCH from all claims, demands, and causes of action which Participant, Participant's heirs, representatives, executors, administrators, or any other persons acting on Participant's behalf or on behalf of Participant's estate have or may have by reason of this authorization.
10. If Participant is using his/her horse, the horse shall be free from infection, contagious or transmissible disease. The Clini-

cian and/or SCH reserve the right to refuse participation if the horse is not in proper health or is deemed dangerous or undesirable.

11. This contract is non-assignable and non-transferable and is made and entered into the State of _____, and shall be enforced and interpreted under the laws of this state. Should any clause be in conflict with State Law, then that clause is null and void. When the Clinician, SCH and Participant, or Participant's parent or guardian, if Participant is a minor, sign this contract, it will then be binding on both parties, subject to the above terms and conditions.

_____ Participant initials. I am 18 years of age or older and am competent to sign in my own name. I have read and agree to all polices stated within the release before signing below and I fully understand the contents, meaning, and impact of this release.

SCH Signature

Participant Signature

Parent or Guardian (if minor)

Address

WARNING

Under North Carolina law, an equine activity sponsor or equine professional is not liable for an injury or to 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.