

Lenux Stables & Riding Academy, Inc.  
10610 Kerns Rd.  
Huntersville, NC 28078

**Rider's Name:** \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_

**Parents Name(if rider is a minor):** \_\_\_\_\_

**Contact Phone Numbers:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

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**Is rider on any medication that the stable should be aware of?**

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**Equestrian Activity Liability Agreement and Risk Acknowledgement**

1. Parties. The parties to this document are Lenux Stables & Riding Academy, Inc, (hereinafter Lenux Stables & Riding Academy,") and \_\_\_\_\_ (hereinafter "Equestrian") (and if Equestrian is under 18 years of age), \_\_\_\_\_ (hereinafter "Parent").

2. Apportionment of Liability. In consideration of Equestrian being allowed to use Lenux Stables & Riding Academy services or facilities, or be present on property used for its activities, Equestrian and/or Parent hereby holds harmless and releases Lenux Stables & Riding Academy, its managers, members, agents, employees, officers, directors, representatives, assigns, affiliated organizations, insurers, third party owners of horses and others acting on Lenux Stables & Riding Academy'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 Lenux Stables & Riding Academy, 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 Lenux Stables & Riding Academy or Equestrian's presence on Lenux Stables & Riding Academy property. Equestrian and/or Parent acknowledges that Lenux Stables & Riding Academy 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 in Section 2 and all other terms contained in this Liability Agreement shall inure to the benefit of such third party owner.

3. Indemnity. Equestrian and/or Parent agrees to be responsible for any and all damages, injuries, or loss of life to or caused by Equestrian or a horse in the care, custody and control of Equestrian, and to indemnify Lenux Stables & Riding Academy and all parties described above, for any losses or expenses (including attorney fees) which they incur in connection with claims related to Equestrian.

4. Risks. According to the North American Horseman's Association, numerous obvious and non-obvious inherent risks are always present in horseback riding, despite all safety precautions. No horse is a completely safe horse. 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 3 ½ to 5 ½ feet, and the impact may result in injury to the rider. If a horse is frightened or provoked it may divert from its training and act according to its natural instincts which

may include, but are not limited to: stopping short, changing direction or speed at will, shifting its weight from side to side, bucking, rearing, biting, kicking or running from danger. These risks exist for any person around a horse, whether mounted or on the ground. Equestrian acknowledges these risks and state that she/he/ is not relying on Lenux Stables & Riding Academy to advise of all the risks.

5. Acknowledgement and Assumption of Risks. Equestrian acknowledges that she/he bears responsibility for her /his own safety and Equestrian should not participate in any equestrian activity unless she/he is confident that she/he can do so safely. Participation in equine activities with or conducted by Lenux Stables & Riding Academy constitutes a knowing and voluntary assumption of all risks associated with equine activities involving Lenux Stables & Riding Academy, Inc. or being present on or using Lenux Stables & Riding Academy property (including but not limited to inherent risks and the risk of negligence by Lenux Stables & Riding Academy or others) which is a defense under North Carolina law to any claim for injury or damage, and a bar to recovery.

6. Helmet Use. Equestrian acknowledge that wearing a properly fitted and secured equestrian riding helmet which meets or exceeds the quality standards of the SEI Certified ASTM Standard F1163 while riding, mounting, dismounting and being near horses may reduce the severity of head injuries or prevent death occurring as the result of a fall or other occurrence. Lenux Stables & Riding Academy makes no representations as to the condition, effectiveness or suitability of any helmet it may allow Equestrian to use. All helmet related risks are assumed by Equestrian. Equestrian acknowledges that failure to follow Lenux Stables & Riding Academy rules or the directions of Lenux Stables & Riding Academy' staff may put her/him/them at risk of, or increase the risk of, personal injury.

7. Visitors. Should Equestrian bring to Lenux Stables & Riding Academy any person who is not a party to an Equine Activity Liability Agreement with it, Equestrian agrees to educate them as to the risks of being around horses and horse operations, supervise them, be solely responsible for their safety, and to be financially responsible for any injury or loss caused by or suffered by any such person.

8. Safety Rules. Equestrian agrees to follow such rules for safety as are attached or are subsequently provided to her/him, or posted. Equestrian acknowledges that failure to follow safety rules or the directions of Lenux Stables & Riding Academy staff may put her/him at risk of, or increase the risk of, personal injury.

9. Premises Inspection. Equestrian has inspected the Lenux Stables & Riding Academy premises and facilities and/or have in some other way satisfied themselves that the condition of the premises and the facilities will provide an adequate and reasonable level of safety for Equestrian and any visitors she/he brings on the premises.

10. Other Terms. This document states the entire agreement between the parties as to liability and may not be changed, except in writing signed by the parties. The benefits to this agreement, including the release of legal liability, waiver of rights, and covenant not to sue are intended to benefit others, including officers, directors, shareholders, employees, and agents of Lenux Stables & Riding Academy. This agreement shall be binding upon Lenux Stables & Riding Academy, Equestrian and Equestrian's heirs or estate, when signed by the parties. If any clause, phrase or word is in conflict with North Carolina law, then only that single part is null and void. This agreement and acknowledgements shall remain in force until terminated by Equestrian through written notice to Lenux Stables & Riding Academy at the address above. The General Court of Justice Mecklenburg County, North Carolina shall be the exclusive venue for any litigation between Equestrian and the parties described above.

**WARNING**

**Under North Carolina Law an equine activity sponsor or an 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**

Equestrian signature

Lenux Stables & Riding Academy Inc.

\_\_\_\_\_ Date \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_

Parent signature

Title/name

\_\_\_\_\_ Date \_\_\_\_\_

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