

**READ CAREFULLY BEFORE SIGNING. THIS IS A BINDING CONTRACT THAT AFFECTS YOUR LEGAL RIGHTS  
ACKNOWLEDGMENT OF RISKS, ACCEPTANCE OF RESPONSIBILITY, AND WAIVER OF CLAIMS  
BUCKHORN FARM, LLC, VASS, NORTH CAROLINA**

**Acceptance of risks.** I recognize that there is a significant element of risk involved in horseback riding and the handling of horses. Numerous obvious and non-obvious risks are inherent and always present in horseback riding, despite all safety precautions. Although the horses are well trained, they are all animals and cannot be made completely safe. All horses may stop suddenly, change direction or speed at will, buck, rear, bite, kick or run from danger. These risks exist for anyone around a horse, whether mounted or on the ground. Rider/Participant and his/her Parent acknowledge these risks.

I certify that I am fully capable of participating in such activities. I certify that I/my child have no physical conditions that might interfere with my/my child's capability to participate in horseback riding. Knowing the inherent risks, dangers, and rigors involved in horseback riding, I assume responsibility for myself/my child/my children for bodily injury, death, loss of personal property and all expenses thereof, which may occur as a result of my/my child's participation in the handling of horses and/or horseback riding, or in connection with any farm activities, and waive any and all claims which may result therefrom. I further certify that I have/ my child has a current health insurance policy.

**Helmet Requirement.** Buckhorn Farm requires that Rider/Participant provide and wear his/her own properly fitting ASTM/SEI riding helmet. Rider/Participant and Parent acknowledge that wearing a properly fitted and secured equestrian riding helmet which meets or exceeds the quality standard of the SEI Certified ASTM Standard 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 accident. Buckhorn Farm makes no representation as to the condition, effectiveness or suitability of any helmet used by Rider/Participant All helmet related risks are assumed by the rider/participant and Parent.

**Guests and non riding children:** Should Rider/Participant or Parent bring to Buckhorn Farm an individual who has not executed a copy of this Agreement, Rider/participant and Parent shall educate the guest as to the risks of being around horses and horse operations, including the risks inherent to farming operations, supervise the guest, be solely responsible for the safety of the guest, and shall be responsible for any injury or loss caused by or suffered by the guest. I agree to closely supervise any non-riding children I might bring to the premises.

Therefore, in consideration for being allowed to participate in equestrian activities on the premises of Buckhorn Farm, Vass, NC, I have read, understand, and agree to the terms and conditions stated herein. I acknowledge that this agreement shall be effective and binding upon me/my child during the entire period of my participation in handling of horses and/or taking of horseback riding lessons upon the premises of Buckhorn Farm, LLC or the property of Colin MacNair & Bridget Gibbons MacNair, as well as handling and riding horses owned by Buckhorn Farm, LLC, or Colin or Bridget Gibbons MacNair at any other location or while under the direction of its employees and/or clinicians.

This Agreement (a) contains the entire agreement between the Rider/participant, Parent and Buckhorn Farm, LLC and Colin and Bridget Gibbons MacNair and supersedes all prior, written or oral negotiations, agreements or promises or understandings between or among the Parties regarding the terms hereof; (b) may not be amended or modified except in writing signed by Rider/participant, Parent, and a legal representative of Buckhorn Farm; (c) shall be construed and enforced in accordance with the laws of the State of North Carolina; (d) has been carefully reviewed and is fully understood by the undersigned and, if desired has been reviewed by their independent counsel, (e) shall be binding upon rider's, participant's, Parent's and Parent's heirs and estates, and (f) shall be for the benefit for officers, directors, shareholders, employees, and agents of Buckhorn Farm.

**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 Statutes.**

Signature of participant, or parent / guardian if participant is under 18 years of age.

This is the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_ print name  
\_\_\_\_\_ participant signature  
\_\_\_\_\_ parent or guardian signature