

## **RELEASE OF LIABILITY FORM**

THIS RELEASE OF LIABILITY made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Cox Counseling Services, PLLC, in conjunction with the North Carolina Therapeutic Riding Center, hereinafter designated as "the Provider" and \_\_\_\_\_\_, hereinafter designated as "Participant"; and if Participant is a minor, Participant's parent or guardian \_\_\_\_\_\_.

## WITNESSETH:

WHEREAS, the Provider is pleased to provide certain therapeutic services, including the use of horses and other animals for certain specified designated occasion; and

WHEREAS, the Participant is desirous of utilizing such services and understands the scope of practice and costs incurred.

NOW, THEREFORE, in consideration of the above and for good and valuable considerations the parties agree as follows:

1. Participant agrees to release the Provider, their heirs, successors, employees, directors, officers, volunteers, staff, and agents, jointly and individually, from any and all claims, causes of action, injuries, damages, costs or expenses arising out of Participant's use of or presence upon the Provider's property and facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damages, except if caused by the direct willful and wanton negligence of the Provider. Further, Participant agrees to assure and save harmless the Provider from any costs, expenses, or legal fees, which either may or at any time arise in connection with the use of the Provider's property and/or facilities.

2. Participant agrees and understands that there are certain inherent risks involved in equine assisted services and does hereby agree to assume any and all risk involved in or arising from Participant's use of or presence upon the Provider's property or facilities including without limitation, those based on death, bodily injury, property damage, including consequential damages, except if caused by the direct willful and wanton negligence of the Provider. As such, it is understood that representatives of the Provider will act to reduce risk for Participant as much as possible.

3. Participant agrees to abide by any and all of the Provider' rules and regulations as explained to or furnished by the Provider to Participant.

4. The interpretation of this Agreement and enforcement of same shall be as interpreted by the laws of the State of North Carolina.

5. Participant and/or Participant's parent or guardian, as applicable, do hereby certify as attested by their signature below that they have read and understand the above Release and do enter into the same voluntarily without any duress or coercion whatsoever.

6. The terms and provisions of this Agreement shall inure to the benefit of the respective parties hereto, their heirs, successors, and assigns.

## WARNING

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

## **RELEASE OF LIABILITY FORM**

I have read and understand the above Release of Liability:

BY: \_\_\_\_

Signature and Title of Cox Counseling Services, PLLC Representative

Participant's Signature

Participant's Parent or Guardian (If Participant is a Minor)

 Emergency Contact Information of Participant:

 Name and relationship to Participant:

 Phone: