



Gibbs Farm Performance Horses

Equestrian Activity/Board Liability Agreement and Risk Acknowledgement

1. Parties. The parties to this document are Daniel Gibbs, (hereinafter "Gibbs Farm") and _____ hereinafter "Rider/Boarder").
2. Apportionment of Liability. In consideration of Rider/Boarder paying a monthly fee of \$ _____ for board or training to be allowed to use Gibbs Farm's facilities for board of horse _____ and riding of his horse, or be present on said property, Rider/Boarder does agree to hold harmless and release, agents, employees, representatives, assigns, affiliated organizations (including owners and occupiers of property used by Gibbs Farm) insurers and others acting on Gibbs Farm'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. Rider/Boarder does further agree to waive all rights which may otherwise arise from an injury to _____ or himself (or anyone he/she brings with him) and shall not bring any claims, demands, legal actions or causes of action, against Gibbs Farm, 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 Gibbs Farm or Rider/Boarder's friends or family that may be present on the property, or Rider/Boarder's presence on property. Rider/Boarder will hold harmless Gibbs Farm and Daniel Sachs-Gibbs or any rider that he lets ride his horse, whether it be on the property or the horse be transported for any activity.
3. Indemnity. Rider/Boarder agrees to be responsible for any and all damages, injuries, or loss of life caused by Rider or a horse in the care, custody or control of Rider, and to indemnify Mr. Gibbs and/or Gibbs Farm and all released parties described above, for any losses or expenses (including attorney fees) which they incur in connection with any such claims.
4. Inherent Risks. According to the North American Horseman's Association, numerous obvious and non-obvious inherent risks are always present in horseback riding, and horse ownership despite all safety precautions. No horse is a completely safe horse. These risks exist for any person around a horse, whether mounted or on the ground. Further, trail riding carries with it other risks associated with riding equines outside of a controlled or enclosed environment across terrain which has not been inspected or specifically prepared for use by horseback riders. Rider/Boarder acknowledge(s) these risks and state that she/he/they/ will hold harmless Mr. Gibbs and Gibbs Farm, any Gibbs Farm helpers, and anyone around his horse.

5. Expenses. In return for the monthly fee of _____ paid in advance Gibbs Farm agrees to be responsible for all of Rider/Boarder's horse expenses related to food and stall care, specifically any Hay, Grain and stall pellets. Worming, Vet bills for vaccinations, supplements, and farrier care or any other vet bills that could arise from injury or illness, also any other items that might be agreed to be necessary or desired for her comfort and care are the financial responsibility of Rider/Owner. Gibbs Farm is also responsible for feeding and watering and pasturing Rider/Boarder's horse even though Rider/Boarder might take care of the horse himself at times. Even so, Gibbs Farm shall not be liable should any illness, injury or death of the horse occur. The Rider/Boarder will be responsible for all damages cause by he/she or the horse they represent.
6. Acknowledgement and Assumption of Risks. Rider/Boarder and Gibbs Farm acknowledge that any Rider bear(s) responsibility for their own (Rider's) safety and Rider should not, and will not, participate in any equestrian activity unless she/he/they is/are confident that Rider/Boarder or their guests can do so safely. Participation in equine activities at Gibbs Farm or with Daniel Gibbs constitutes a knowing and voluntary assumption of all risks associated with such activities or being present on property owned by Gibbs Farm or any other property, including but not limited to inherent risks and the risk of negligence by Gibbs Farm or others. This assumption of risk is a defense under North Carolina law to any claim for injury or damage, and a bar to recovery.
7. Helmet Use. Rider acknowledges 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. It is up to the Rider to make the choice to provide and wear a Helmet and all helmet related risks are assumed by Rider..
8. Inspection. Rider/Boarder has inspected the premises and facilities used by Gibbs Farm 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 his horse.
9. Guests. Should Rider/Boarder bring to Gibbs Farm any minor person or adult guest who is not a party to an Equine Activity Liability Agreement with Gibbs Farm or a party to this agreement, Rider/Boarder 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.
10. Failure to Pay Board. Should Rider/Boarder fail to pay or make payment arrangements agreed to by Gibbs Farm in writing, Gibbs Farm will have the right to hold Rider/Boarder's horse until Board is paid in full. Should Rider/ Boarder default and not pay board for more than _____ consecutive months, Gibbs Farm will have the right to ownership and sale of the horse at Gibbs Farm's discretion. A late fee of \$5 per day will be added for all payments not received on the 1st after 3 days unless prior arrangements have been made.
11. Termination of Agreement. A notice period of thirty (30) days is required to terminate this Boarding Agreement by the Owner. If the Owner chooses to remove the Horse prior to 30 days from notice, no refund of remaining board credit will be given. The Horse may not leave the premises until the account is paid in full.

12. 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 Gibbs Farm and Gibbs Farm's other family members, friends, and agents and the owners and occupiers of land used by Gibbs Farm for equestrian activities. This agreement shall be binding upon the Gibbs Farm. Rider/ Boarder and his/her/their 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 Rider/Boarder through written notice to Daniel Gibbs, 442 Blantyre Church Rd., Horse Shoe, NC 28742

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. A property owner boarding horses is not liable for injury or death of a horse.

Chapter 99E of the North Carolina General Statutes

I have read and understand each of the above terms of this agreement.

Signature Rider/Boarder

Date

Print Name

Daniel Gibbs for Gibbs Farm

Date