



2608 Rolesville Rd, Wendell, NC 27591

Phone:919-810-0654

Email: jaksstables@gmail.com

NAME(S)			
	of everyone on property in the same family:		
Address:		State:	
City:		Zip Code:	
Phone:		Email:	
EMERGENCY CONTACT (name & phone:)			

RELEASE OF LIABILITY: Under North Carolina Law, an equine activity sponsor or equine professional is not liable for an injury 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). As a pass holder/guest of JAKS Stables, LLC (hereafter referred to as JAKS), I hereby knowingly execute this waiver of the right to litigate and do hereby agree to assume all risks associated with participation in any ride sponsored by JAKS, or in riding on the premises as a pass holder/guest of JAKS. I agree that my participation in the ride involves certain inherent risks, which include, but are not limited to, the following: (1) horseback riding involves being in remote areas for extended periods of time, far from communications, transportation, and medical facilities; that these areas can have many natural and manmade hazards which JAKS cannot anticipate, identify, modify or eliminate, these hazardous surface/subsurface conditions including such things as rocks, trees, puddles, streams, fences, jumps and/or hard objects and/or holes, divots, ledges which could cause an equine to trip and/or fall and/or could strike a participant who falls from or is thrown from an equine; (2) that horses can behave in unpredictable ways which can result in accidents to anyone at any time, resulting in injury, severe injury, or death; (3) that an equine's reaction to sound, movements, objects, vehicles, persons, animals, scents or insects cannot be predicted regardless of how well the equine is trained. I agree to take full responsibility for myself/my child, and the animal I/my child are riding. I will hold harmless JAKS, its employees, instructors, all facility and event personnel, independent contractors, and all property owners over whose land I may cross (Including but not limited to: Leslie Pearce and Debra P Godwin), their representatives, successors and assigns, for any accident, injury or loss that might occur due to my participation in the JAKS sponsored ride or while on the JAKS premises AND/OR on the premises of Leslie Pearce, and free from all liability for such injury or loss, including that due to negligence not caused by wanton or willful misconduct of JAKS, or related personnel. This is including but not limited to premises at 2608 Rolesville Rd, Wendell, NC 27591 and surrounding areas that one may cross while at JAKS Stables. I further agree to hold harmless JAKS when participating in events on property other than the stable's address including but not limited to trail rides, shows, and events off site. This release extends to all claims of every kind and nature whatsoever, whether known or unknown, and I expressly waive any benefits that I may otherwise have under provisions of the law of North Carolina relating to the release of known claims. I understand that this release constitutes a limitation on my legal rights. Any action instituted against JAKS must be filed in the State of North Carolina. I further agree that any tack or articles of any nature left on the premises of JAKS is entirely at my own risk. This Waiver of Rights and Assumption of Risk supersedes all prior agreements and understandings and may not be changed or terminated orally, and no change or attempted waiver of any of the provisions hereof shall be binding unless in writing. The undersigned verifies acceptance of risks and responsibilities for rider's and horses' conditions and certifies that all information on this form is correct to the best of his/her knowledge. I also waive my rights to any photos taken while at JAKS Stables (by myself or by JAKS) and give JAKS permission to use such photos in advertisement and for other purposes now and in the future. THIS AGREEMENT IS BINDING UPON MYSELF, MY SPOUSE, LEGAL REPRESENTATIVES, HEIRS, EXECUTORS AND ASSIGNS. I HAVE READ THE ABOVE, UNDERSTAND IT, AND AGREE TO ABIDE BY THIS RELEASE.

Signature: _____ Date: _____

(in case of a minor, parent or guardian MUST sign release).

Participant's Name(s): _____

Parent/Guardian of minor (please print): _____

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