



**ASSUMPTION OF RISK AND RELEASE  
(WAIVER OF IMPORTANT LEGAL RIGHTS)**



I acknowledge, understand, and agree, in consideration of my participation in equine and related activities (including, for example, hunting fox, coyote and other game) (a) operated by or on behalf of or under the auspices of The Moore County Hounds, Inc. ("MCH") and/or (b) conducted, held or occurring on land owned by The Walthour-Moss Foundation ("WMF") or real property in the area thereof (collectively, the "Property"), that:

Equine activities involve inherent dangerous risks of loss and accident (including, for example, bodily and personal injuries, death, and property damage) to participants, bystanders, and horses. These risks include, for example, riding over steep and rough terrain and riding and jumping over fences, ditches, and other obstacles. These risks of and from equine activities can, for example, additionally involve and be caused by sudden and unforeseen occurrences, and it is not possible to foresee, prevent or eliminate all of these risks.

There are, at any and all times, likely to be other participants in equine activities, and, despite the risks of these equine activities, I knowingly and voluntarily (a) choose to participate in equine activities and/or to use the Property and (b) to assume any and all risks arising from or related to participation in equine activities and/or the use the Property to the maximum extent permitted by law.

I hereby release, waive, and forever discharge MCH and WMF and their respective directors, officers, shareholders, employees, and volunteers (collectively, the "Releasees"), to the maximum extent permitted by law, from any and all claims, demands, actions, and rights of action of whatever kind or nature, in law or in equity, known or unknown, arising from or related to bodily and/or personal injuries, death, and/or property damage arising from or related to equine activities or the use of the Property by me or others including bodily and/or personal injuries, death, and/or property damage arising from or related to, directly or indirectly, the negligence of the Releasees.

The Releasees strongly encourage the use of protective equipment. I am acquainted with appropriate equestrian and other safety practices. It is not the responsibility or obligation of any of the Releasees to teach or advise me of appropriate equestrian safety practices and/or to monitor my compliance therewith.

This Assumption of Risk and Release (this "Agreement") is given on behalf of (a) me and my executors, heirs, and assigns and (b) any child of whom I am a parent or guardian and his or her executors, heirs, and assigns. I agree that, if I am a parent or guardian of a minor participant in equine activities and/or use of the Property, I consent to the participation by the minor and agree to all of the above provisions and agree to assume all of the obligations of this Agreement on behalf of the minor.

If any portion of this Agreement is held to be invalid by any court or tribunal, the remainder hereof shall continue in full force and effect.

This Agreement shall be interpreted and construed in accordance with the laws of the State of North Carolina without giving effect to any conflict-of-laws rule that would result in the application of the laws of a different jurisdiction. I hereby (a) irrevocably submit and consent to the exclusive jurisdiction and venue of the General Court of Justice of the State of North Carolina for Moore County as well as all appellate courts therefrom (collectively, the "Courts") over any action, suit or proceeding arising out of or relating to this Agreement and/or participation in equine activities and/or use the Property, (b) consent to the exercise of personal jurisdiction thereover and venue in the Courts and hereby waive any objection and defense to the exercise of personal jurisdiction or venue, (c) covenant that I will not commence any action, suit or proceeding arising out of or relating to this Agreement and/or participation in equine activities and/or use the Property except in the Courts, and (d) agree that (i) any action brought in contravention hereof is subject to dismissal at any time and at any stage of the action, suit or proceeding, and no action taken by any other party in defending, counterclaiming or appealing shall be construed as a waiver of this right to immediate dismissal and (ii) I shall be liable to the other parties for all costs, expenses and attorneys' fees incurred in successfully dismissing the action or successfully transferring the action to the Courts. No provision hereof shall be construed, however, to affect the right of any party to enforce a judgment rendered by the Courts in any other jurisdiction.

**I ACKNOWLEDGE AND AFFIRM AND, AS APPLICABLE, FURTHER ACKNOWLEDGE AND AFFIRM THE TERMS OF THE ASSUMPTION OF RISK AND RELEASE POSTED AT THE ENTRANCES TO THE PROPERTY THAT I CAREFULLY READ THE CONTENTS OF THIS AGREEMENT, FULLY UNDERSTAND ITS MEANING, AND SIGN IT VOLUNTARILY.**

**GUARDIAN OR PARENT OF PARTICIPANT  
(if participant is a minor)**

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

Age \_\_\_\_\_

Age \_\_\_\_\_

**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 General Statutes**