

**0000ALI 2 FARMS LLC AT PORTOFINO EQUESTRIAN CENTER  
LIABILITY WAIVER, RELEASE, HOLD HARMLESS AND  
RISK ACKNOWLEDGEMENT AGREEMENT 2019**

**++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**

**NOTICE:**

**THE FACILITY WHERE YOU WILL BE BOARDING OR RIDING OR OTHERWISE VISITING OR  
PARTICIPATING IN ACTIVITIES IS ALSO AN EVENT VENUE. AS SUCH, THERE WILL BE INDIVIDUALS WHO  
ARE NOT EXPERIENCED HORSEMEN AND WOMEN ON THE PREMISES. THIS MEANS SOME PERSONS ON  
THE PREMISES FROM TIME TO TIME WILL NOT BE FAMILIAR WITH HORSES OR THEIR NEEDS,  
TENDENCIES OR RISKS. ACCORDINGLY, WE MUST ALL BE DILIGENT IN FOLLOWING ALL BARN RULES  
AND STAY AWARE OF THE EXISTENCE OF SUCH INEXPERIENCED PERSONS ON THE PROPERTY SO THAT  
WE CAN ALL WORK TOGETHER TO AVOID ADVERSE INCIDENTS FOR OURSELVES, THESE INDIVIDUALS  
AND/OR OUR HORSES. ANYONE UNDER 14 MUST BE ACCOMPANIED BY AN ADULT WHEN ON THE  
PROPERTY.**

**1. Parties.** The parties to this **LIABILITY WAIVER, RELEASE, HOLD HARMLESS AND RISK  
ACKNOWLEDGMENT AGREEMENT** (the "Agreement")

Norwood Thompson, Sandra S. Thompson (landowners); 42 East, LLC, Portofino Subdivision HOA, Inc.  
Aaron Hill, Veronica Walsh, Mia Braundel, Emily Baillie, Rachel Martin, ALI 2 Farms, LLC, a North Carolina  
limited liability company; PORTOFINO DEVELOPMENT GROUP, LLC, a North Carolina limited liability  
company,; and their respective members, managers, agents, trainers, employees, representatives, assigns, affiliated  
organizations (whether nonprofit or for profit), insurers and others acting on behalf of any of them (all of which entities  
and individuals being collectively referred to herein as the "Stable"), and (please print)

\_\_\_\_\_, a participant in or spectator at a Stable  
activity or program on or off the Farm (defined below) or a boarder or lessee of a horse boarded at the Farm (all being  
collectively referred to herein as a "Participant") and, if Participant is under the age of 18 (please print),

\_\_\_\_\_, the parent or legal guardian of Participant  
legally capable of contracting on Participant's behalf (the "Parent/Guardian").

**2. Participation in Stable Program(s).** In exchange for Participant's and Parent/Guardian's acceptance of the terms  
of this Agreement and his or her signature hereon acknowledging same, the Stable agrees to permit Participant and  
Parent/Guardian, if applicable, to (a) participate or accompany Participant in an equestrian or farm activity or program  
held at the Stable's facilities, which facilities are located on and around the residential development known as Portofino  
located on Highway 42 in Clayton, North Carolina (the "Farm"), and elsewhere for "off the Farm" programs and  
activities for which Participant has been properly registered and for which he or she has paid; (b) board a horse on the  
Farm; and/or (c) lease a horse on the Farm.

**3. Nature of Equestrian Activities.** Numerous obvious and non-obvious risks are inherent and always present in  
horseback riding and other equestrian activities, despite all safety precautions. Although all horses and ponies used by the  
Stable are well trained, they are still animals that cannot be made completely safe. By way of example and not limitation,  
all horses and ponies may, among other things, stop short, suddenly change direction or speed, shift their weight from side  
to side, trip, fall, buck, rear, bite, kick or run from what they perceive (correctly or incorrectly) as danger. These  
enumerated and related or similar risks, as well as the more general farm risks described in paragraph 4 below, among  
others, exist for anyone who is in close proximity to a horse, whether mounted or on the ground. Participant and  
Parent/Guardian acknowledge these and similar or related risks and affirmatively state that they are not relying on the  
Stable to advise them of all possible risks.

4. **Nature of Farm Activities.** Numerous obvious and non-obvious risks are inherent and always present in a farm setting, despite all safety precautions. In addition to the risks related to equines and equestrian activities detailed in paragraph 3 above, there are other risks present. By way of example and not limitation, (a) farm equipment is used regularly around the Farm and can give rise to risks associated with the operation of heavy equipment; (b) non-equine farm animals such as chickens, roosters, cats, dogs, cows and goats, among others, as well as wild animals naturally present in rural settings such as raccoons, fox, deer, bobcats, coyotes and bears, among others, are unpredictable and can chase, scratch, bite and injure humans and/or other animals present on the Farm, (c) fertilizers, pesticides and animal medications are present on the Farm and can cause property damage or personal injury to humans and animals if encountered, handled or misused; (d) all types of insects, rats, snakes, spiders and other pests and vermin may at any time be present on the Farm and can cause property damage and personal injury to humans and other animals; (e) ponds, creeks and other water features on the Farm can present safety hazards, including risk of drowning or other water associated risks; (f) uneven terrain, ditches, sinkholes, deep mud, dead trees and other associated risks; and (g) any and all other potential risks that may be associated with the operation of an agricultural, equestrian, commercial or residential facility. Participant and Parent/Guardian acknowledge these and similar or related risks and affirmatively state that they are not relying on the Stable to advise them of all possible risks.

5. **Waiver, Release and Indemnification.** *In consideration for Participant's ability to participate in the Stable's equestrian and/or farm activities and programs and use and/or be present at the Farm, Participant and Parent/Guardian agree, to the extent permitted by law, to release and hold harmless the Stable from all claims, demands, causes of action and legal liability related to Participant's participation in any equestrian or farm program at the Farm or offered by the Stable, whether the same be known or unknown, anticipated or unanticipated, foreseeable or unforeseeable, and even if such are the result of the negligence and/or acts or omissions of the Stable or other participants in the Stable's activities or programs or other individuals present on the Farm. Supervision on participants under the age of 14 is the sole responsibility of the guardian.*

Participant and Parent/Guardian further agree to waive all claims which may otherwise arise from an injury to Participant or Parent/Guardian while using or being present at the Farm or any activity or program offered by the Stable and shall not pursue any claims, demands or causes of action against the Stable for any economic or non-economic losses due to Participant's or Parent/Guardian's bodily injury, death or property damage arising out of the activities and programs offered by the Stable or Participant's or Parent/Guardian's use of or presence at the Farm or any location of any the Stable's activities or programs, whether on the Farm or "off the Farm."

Participant and Parent/Guardian agree to be responsible for any and all damages, injuries and/or loss of life caused by Participant or Parent/Guardian (or caused by a horse then in the care, custody and control of Participant or Parent/Guardian or any animal brought to the Farm by Participant or Parent/Guardian) and to indemnify the Stable from any losses or expenses, including but not limited to attorneys' fees, which the Stable incurs in connection with any such damages, injuries and/or loss of life.

6. **Assumption of Risk.** Participant and Parent/Guardian acknowledge that failure to follow the Stable's rules and/or the directions of the Stable's staff may put him or her at risk of, or increase the risk of, personal injury or death. Participant and Parent/Guardian acknowledge that he or she, as the case may be, bears the responsibility for Participant's safety and Participant should not participate in any equestrian or farm activity unless he or she is confident that Participant can do so safely. Participation in equestrian or farm activities at or with the Stable constitutes a knowing and voluntary assumption of all risks associated with such activities and those associated with being present at the Stable's facilities, including but not limited to inherent risks and the risk of negligence by the Stable or others. This assumption of risk is intended to operate as a bar to recovery for any claim for property damage, injury or death.

7. **Helmet Requirement.** The Stable requires that if Participant is taking part in the Stable's riding program that Participant provide and wear his or her own properly fitting ASTM/SEI certified riding helmet. Participant and Parent/Guardian acknowledge that wearing a properly fitted and secured equestrian riding helmet which meets or exceeds the quality standard of the SEI Certified ASTM Standard F1163 while riding, mounting, dismounting and being near horses may reduce the severity of head injuries sustained or prevent death as the result of a fall or other occurrence. The Stable makes no representation as to the condition, effectiveness or suitability of any helmet used by Participant. Participant and Parent/Guardian further assume all helmet related risks.

8. **Guests.** Should Participant or Parent/Guardian bring to the Stable’s facilities an individual who has not executed a copy of this Agreement, Participant and Parent/Guardian shall educate the guest as to the risks described herein, supervise the guest, be solely responsible for the safety of the guest, be responsible for any property damage, personal injury or loss of life caused by or suffered by such guest and further indemnify the Stable from any losses or expenses, including but not limited to attorneys’ fees, which the Stable incurs in connection with any such damages, injuries and/or loss of life caused by or suffered by such guest.

9. **Permission to Treat.** Participant and Parent/Guardian understand that the Stable does not normally administer medications and will typically do so only when directed in writing by Participant or Parent/Guardian. However, in the unexpected event of a medical emergency, Participant and Parent/Guardian agree that the employees or agents of the Stable have Participant’s and Parent/Guardian’s permission to provide, seek and authorize medical attention and services, including but not limited to first aid or emergency medical services, for the Participant or the Parent/Guardian or for any veterinary attention or services for any horse owned, leased or in the care of the Participant or the Parent/Guardian. Further, Participant and Parent/Guardian agree that the Stable shall bear no liability in connection with its provision and authorization of such medical attention and services.

10. **Miscellaneous.** This Agreement: (a) contains the entire agreement among Participant, Parent/Guardian and the Stable and supersedes all prior written or oral understandings among the same regarding the terms hereof; (b) may not be amended or modified except in a writing signed by Participant, Parent/Guardian and an authorized representative of the Stable; (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 Participant or, if Participant is a minor, the Parent/Guardian and, if desired, has been reviewed by Participant and/or Parent/Guardian’s independent counsel; (e) shall be binding upon the Stable, Participant, Parent/Guardian and their successors, assigns, heirs and personal representatives; and (f) shall be for the benefit of the Stable. When the contexts in which words are used in this Agreement indicate that such is the intent, words in the singular shall include the plural and vice versa. The Parties further agree that if any paragraph or part of this Agreement is found to be void or unenforceable, the remainder of this Agreement shall not be affected by such a finding.

11. **Dogs/Other Pets.** Participant and Parent/Guardian understand and agree that only the Stable’s staff and Participants or Parent/Guardians who are boarding or leasing a horse stabled at the Farm are permitted to bring non-dangerous, trained, well-mannered dogs with no history of causing property damage or personal injury to the Farm; and that (a) no other pets may be brought on the Farm by any person; (b) if such dogs are brought on the Farm they must be kept on a leash at all times or placed securely in a dog pen; (c) if such dogs are brought on the farm they shall not be permitted to approach, antagonize, bark at, bite, jump on, scratch (or otherwise touch) or frighten any person, horse or other animal on the Farm, whether a farm, wild or domestic animal; and (d) they assume full responsibility for any property damage or personal injury caused by any dog or other pet brought by them on the Farm and agree to indemnify and hold the Stable harmless from and against any losses or expenses, including but not limited to attorneys’ fees, which the Stable incurs in connection with any such damages, injuries and/or loss of life.

12. **Photography.** Photos are taken regularly of activities and participants including but not limited to any visitor on the property and may be used for advertising purposes as well as on social media and/or on our website. By signing this waiver you are in addition to the acknowledgment of all of the above described in 1-12, also authorizing the use of any photos of yourself or your minor child.

\_\_\_\_\_  
**Participant** **Date**

\_\_\_\_\_  
**Parent/Guardian** (if Participant is a minor) **Date**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Phone**

\_\_\_\_\_  
**Emergency Contact (name/relationship)**

\_\_\_\_\_  
**Emergency Contact’s phone numbers**

By: \_\_\_\_\_

Date \_\_\_\_\_

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

Title \_\_\_\_\_

Gate Code for weekend access gravel road on left  
enter #: 1955