

Ali 2 Farms, LLC
PORTOFINO EQUESTRIAN CENTER
Horse Show or Clinic Participant Waiver

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.

Horse Show/Clinic Participant (or Parent/Guardian of Participant if a minor) is aware of the many obvious and non-obvious risks associated with a horse show and does hereby *release and hold harmless Portofino Equestrian Center, Ali 2 Farms, LLC, Portofino Development Group, LLC and each's respective affiliates, including each's members, managers, agents, Aaron Stuckey,) employees, representatives, assigns, affiliated organizations (whether nonprofit or for profit), boarders, students, invitees, lessors, lessees, insurers and others acting on behalf of any of them (collectively, the "Stable") from all claims, demands, causes of action and legal liability related to the Horse Show Participant's participation in or presence during the Horse Show, 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 Horse Show Participants or other individuals or animals present on the Farm during the Horse Show.*

Horse Show/Clinic Participant (or Parent/Guardian, if Participant is a minor) further agrees to (a) waive all claims which may otherwise arise from an injury to a Horse Show/Clinic Participant or other individual or animal associated with Horse Show/Clinic Participant while using or being present at the Horse Show/Clinic; and (b) not pursue any claims, demands or causes of action against the Stable for any economic or non-economic losses arising out of the Horse Show/Clinic which are the result of any bodily injury, death or property damage suffered by a Horse Show/Clinic Participant or any other individuals or animals associated with Horse Show Participant and present at the Horse Show. Further, Horse Show Participant (or Parent/Guardian, if Participant is a minor) agrees (i) to be responsible for any and all damages, injuries and/or loss of life in connection with the Horse Show which are caused by Horse Show Participant or any other individual or animal associated with Horse Show/Clinic Participant; and (ii) 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. While on the property at Portofino photographs may be taken of you and or your horse and may be used for advertising purposes.

Participant Name _____ Date of Birth if under 18: _____

Participant Phone: _____ Participant email _____

Participant Signature (parent/guardian if participant is under 18) _____

Print name of Parent/guardian (if participant is under 18) _____

Emergency Contact Name _____ Phone# _____

*******NO VISITING HORSES ARE ALLOWED IN THE BARN OR THE WASH STATIONS ATTACHED TO THE BARN FOR QUARANTINE PURPOSES. YOU MAY USE THE WASH STATIONS ACROSS FROM PASTURE #5 BEHIND THE RED ROOF HOUSE. HUMANS ARE HOWEVER WELCOME!**

Initial: _____

Date of show/event: _____ Date signed: _____