

STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_

**GIRL SCOUTS CAROLINAS PEAKS TO PIEDMONT  
CIRCLE C EQUESTRIAN CENTER ♦ KEYAUWEE PROGRAM CENTER ♦ CAMP GINGER CASCADES ♦ CAMP PISGAH**

This is a release form for both mounted (riding) and unmounted (e.g., grooming, tack, ground work) participation in the horse program at a Girl Scouts Carolinas Peaks to Piedmont facility/program. We require a participant signature and a guarding signature if the participant is under the age of 18. PARTICIPATION WILL NOT BE ALLOWED IN ANY ASPECT OF OUR HORSE PROGRAM WITHOUT SIGNED RELEASE FORM>

**WARNING, RELEASE, ASSUMPTION OF THE RISK AND  
WAIVER OF LIABILITY FOR EQUINE ACTIVITIES – MOUNTED OR UNMOUNTED**

**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.**

In consideration of Girl Scouts Carolinas Peaks to Piedmont (GSCP2P), and its partners, agents, employees and trained volunteers, (collectively "GSCP2P") allowing my participation in this activity, under the terms set forth herein, I, \_\_\_\_\_, or the parent or guardian thereof on behalf of the minor child (collectively "rider/participant"), acknowledge and agree to the following terms and conditions:

1. Inherent Risks and Assumption of Risk. The undersigned acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability.
2. The rider/participant acknowledges that horses, by their very nature are unpredictable and subject to animal whim. Rider assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising there from. Rider further acknowledges that the behavior of any animal is contingent to some extent upon the ability of Rider, which cannot always be evaluated by Instructor. Rider assumes all risks therefore and warrants a full and fair disclosure of Rider's abilities has been made to Instructor.
3. That upon mounting a horse and taking up the reins, the RIDER is in primary control of the horse. The Rider's safety largely depends upon his or her ability to carry out simple instructions, and his or her ability to remain balanced aboard the moving animal. The Rider/participant agrees that they shall be responsible for his or her own safety.
4. Rider/participant further voluntarily agrees and warrants to release and hold harmless GSCP2Pr from any liability whatsoever, including, but not limited to, any incident caused by or related to said equine professional's (s') negligence, relating to injuries known, unknown, or otherwise not herein disclosed; including, but not limited to, injuries, death or property damage from: mounting; riding; dismounting; walking; grooming; feeding; use of horse barn, paddock, trails or horse ring, in any capacity; falling off horse whether horse is bucking, flipping, spooked; or Rider's/participant's failure to understand any of GSCP2P's directions relating to riding or otherwise use and control, or lack thereof, of the horse.. If at any time during a lesson I become fearful to the point I wish to dismount, I will so advise my riding instructor.
5. Ride/participant acknowledges and agrees to follow all rules set forth by GSCP2P and its instructors, including the requirement that Rider wear a helmet at all times as required by GSCP2P.

6. That should medical treatment be required, Rider/participant or Rider's/participant's medical insurance company shall pay for all such expenses, and that under no circumstance shall GSPC2P, or GSCP2P's insurance company, be required or obligated to pay for any such expense.
7. That this release and waiver is meant to and shall apply to any and all claims, causes of actions, demands or sums of money that I may have or be entitled to from any of the Released Parties as a consequence of any type of damage (whether personal or property), loss, death or injury I, my spouse (if any), my children, or my heirs, representatives or anyone claiming by or through me has or may in the future have as a consequence of any and all of participant's activities that in any way involve the Released Parties, and regardless of whether the claim, cause of action or demand is grounded in negligence, tort, contract or any other legal bases for recovery other than intentional conduct specifically intended to injure the participant.
8. That if GSCP2P is forced to defend any action brought by Rider/participant or on Rider's/participant's behalf, that Rider/participant, or any of Rider's/participant's representatives or successors in interest, will pay the fees and costs associated with GSCP2P's successful defense.
9. I agree that my signature where indicated, is my acknowledgment of the contents of this Agreement and is my legally binding agreement to and acceptance of this Agreement. I understand the risks associated with horseback riding, and agree that the benefits received through my participation are valuable and outweigh the associated risks
10. **I have carefully read this entire Agreement and fully understand and agree to be bound by its contents. I am aware that by signing this Agreement I am giving up important legal rights, even rights beyond those statutorily provided for in the Equine Activity Liability Act, and it is my intention to do so freely and without coercion or duress of any type.**\_\_\_\_\_ (Initials)

Date: \_\_\_\_\_

\_\_\_\_\_ on behalf of \_\_\_\_\_  
 Signature of Rider/Participant (or Parent/Guardian if under 18) (print minor's name)

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#### ADDITIONAL PROGRAM INFORMATION

**PROGRAM INFORMATION** Each participant will have the opportunity to engage in the activities associated with their program. We hope that each participant, Junior age (8 years) and older, will have the opportunity to ride a horse, under direct supervision of the Instructors. Brownie age (7 years) and younger will have the chance to visit the horses but due to safety issues will not be allowed to ride the horses by themselves, they will be led around by the Instructors. If you will be participating in the RIIT program you will have the opportunity to ride on an advanced level, but a participant is to ride only at the level they feel comfortable.

**EQUIPMENT** As with any GSCP2P activity, our first priority is safety. All participants will be required to wear long pants (preferably jeans), helmets (provided by GSCP2P), and riding shoes or boots. All participants are required to wear helmets. GSCP2P provides helmets or participants can provide their own helmet. All helmets are inspected by our instructors for ASTM-SEI certification and soundness. The preferred footwear is riding shoes or boots with at least a half inch heel and slick sole. We do have safety stirrups, so a sturdy, closed-toe, low tread shoe is acceptable. Due to the size of our horses and the nature of our program, we have a 200 pound weight limit per rider.

**NATURE OF HORSES** I understand that GSCP2P chooses its program horses for their calm dispositions and sound basic training as is required for use as riding horses for novice and beginner riders and horse handlers and GSCP2P follows a rigid safety program. Yet no horse is a completely safe horse. Horses are 5 to 15 times larger, 20 to 40 times more powerful and 3 to 4 times faster than a human. If a rider falls from horse to the ground it will generally be at a distance of 3.5 to 5.5 feet and the impact may result in injury to the rider. When working with and around horses and when horseback riding a much smaller, weaker predator animal (human) tries to impose its' will on another much larger, stronger prey animal with a mind of its own (horse) and each has a limited understanding of the other. If the horse is frightened or provoked it may divert from its' training and act accordingly to its natural survival instincts which may include, but are not limited to: Stopping short, changing direction or speed at will, shifting its weight, bucking, rearing, running from danger, kicking or biting.