Wings of Eagles Ranch

RELEASE AND INDEMNIFICATION AGREEMENT

STATE OF NORTH CAROLINA §
§
COUNTY OF CABARRUS §

THAT for and in consideration of the undersigned being permitted on the Wing of Eagles Ranch, Inc., situated in Cabarrus County, North Carolina, for the purpose of engaging in equine activities as that term is defined in NC ST § 99E-1(1) and NC ST § 99E-1(3), the undersigned agrees that he/she shall engage in equine activities at his/her own risk and accepts the inherent risks of equine activities. The undersigned accepts that under NC ST § 99E-2, Wings of Eagles Ranch, the sponsor of the equine activity, its agents, employees, heirs, executors, administrators, successors and assigns, jointly and severally, shall not be liable to the undersigned for damages or personal injuries which may arise out of the undersigned engaging in equine activities. The undersigned agrees to RELEASE, ACQUIT, HOLD HARMLESS and FOREVER DISCHARGE Wings of Eagles Ranch, its agents, servants and employees and all persons, natural or corporate, in privity with them or any of them, from any and all claims or causes of action of any kind whatsoever, which the undersigned has or might have, known or unknown, now existing or that might arise hereafter, directly or indirectly attributes to the undersigned engaging in equine activities. The undersigned further agrees to INDEMNIFY and HOLD Wings of Eagles Ranch HARMLESS from and against any and all suits, actions, losses, damages, claims, or liability of any character, type or description, including all expenses of litigations, court costs, and attorney's fees for injury received or death to the undersigned, arising out of or occasioned by, directly or indirectly, the undersigned engaging in equine activities.

The undersigned further agrees to defend, at his own expense, and on behalf of Wings of Eagles Ranch, and in the name of Wings of Eagles Ranch, any claim or litigation brought in connection with any such injury, except that Wings of Eagles Ranch shall be entitled to select its respective counsel, however, the cost for such defense shall be paid solely by the undersigned.

This Release and Indemnification Agreement and all contents herein, are expressly made binding upon and shall inure to the detriment of the heirs, legal representatives, administrators, executives, appointees, legatees, trustees, successors and assigns of each of the undersigned hereto, and their children, wards or issue.

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 I EQUINE ACTIVITIES RESULTING EXCLUSIVELY FROM THE INHERENT RISKS OF EQUINE ACTIVITES. CHAPTER 99E OF THE NORTH CAROLINA GENERAL STATUTES.

Executed the _____ day of _____, 200_____

Rider or Volunteer Name:
_____Sig_____ Driver's License # _____
(If under 18, Parent or Legal Guardian)
Address: _____ City: _____ State: ____ Zip: _____

WITNESSED BY (to be signed by a Wings of Eagles Ranch staff member):

Print
Name:_____Signed:_____
Dated: _____