Wings of Eagles Ranch

RELEASE AND INDEMNIFICATION AGREEMENT

STATE OF NORTH CAROLINA §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF CABARRUS §

THAT for and in consideration of the undersigned being permitted at the WINGS OF EAGLES RANCH, INC., (hereinafter the "Ranch") 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 or other activities thereon including, but not limited to, running, biking, zip line, climbing or other activity thereon, the undersigned agrees that he shall enter onto the Ranch at his own risk and accepts such Ranch in its present condition and ROBERT CRONIN AND CHRISTINE CRONIN (collectively "Cronin"), the owners of the Ranch, their spouses, agents, employees, heirs, executors, administrators, successors and assigns, jointly and severally (herein collectively "Releasees") shall not be liable to the undersigned or to the spouses, heirs, agents, employees, servants, guests, invitees or assigns of the undersigned for damages or personal injuries which may arise out of the undersigned venturing upon the Ranch for the purpose of activities thereon including, but not limited to, equine activities, running, biking, zip line, climbing or other activity thereon, or in using or exercising any rights, privileges and benefits extended by Releasees to the undersigned on or about the Ranch (whether such damages or personal injuries are caused by natural or un-natural conditions existing on the Ranch and whether such damages or personal injuries, including disease, are caused by man, beast, fowl, insects, reptiles and other animals, including but not limited to horses, deer, dogs, cats, skunks, squirrels, ticks, fleas, snakes or other animals or insects) and **the undersigned represents that he has inspected the Ranch and accepts entry thereon in its present condition and agrees to RELEASE, ACQUIT, HOLD HARMLESS and FOREVER DISCHARGE Releasees, their spouses, 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, including claims and damages arising in whole or in part from the negligence of Releasees whether that negligence is the sole or contributory cause of the resultant injury, death or damage, at common law, statutory or otherwise, which the undersigned has or might have, known or unknown, now existing or that might arise hereafter, directly or indirectly attributable to the use and occupancy of the Ranch for the purpose of any and all activities, and the undersigned further agrees to INDEMNIFY AND HOLD RELEASEES 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 OR DEATH TO ANY PERSON OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE UNDERSIGNED VENTURING UPON THE RANCH FOR THE PURPOSE OF ANY AND ALL ACTIVITIES THEREON, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF RELEASEES. IT IS THE EXPRESS INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR HEREIN IS AN INDEMNITY EXTENDED BY THE UNDERSIGNED TO INDEMNIFY AND PROTECT RELEASEES FROM THE CONSEQUENCES OF RELEASEES "OWN NEGLIGENCE" WHETHER THAT NEGLIGENCE IS THE SOLE OR CONTRIBUTORY CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE.**

The undersigned further agrees to defend, at his own expense, and on behalf of Releasees, and in the name of Releasees, any claim or litigation brought in connection with any such injury, death or damage, except that Releasees shall be entitled to select their respective counsel, however, the cost for such defense shall be paid for 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, executors, appointees, legatees, devisees, 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 IN EQUINE ACTIVITIES RESULTING EXCLUSIVELY FROM THE INHERENT RISKS OF EQUINE ACTIVITIES. CHAPTER 99E OF THE NORTH CAROLINA GENERAL STATUTES.

I understand and will abide by any and all Ranch Rules.

Executed the _____ day of _____, 20_____.

Rider or Volunteer Name: _____

Signed: _____ Driver's License # _____
(If under 18, Parent or Legal Guardian)

Address: _____ City: _____ State: ____ Zip: _____