



**Black Creek
Hill Farms**

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Black Creek Hill Farms Participant Waiver

Notice

Under North Carolina law (Chapter 99E of the North Carolina General Statutes), an equine activity sponsor or professional is not liable for an injury to or the death of a participant resulting from the inherent risks of equine activities.

This Agreement is entered into by and between Black Creek Hill Farms, Brenda Jernigan, hereinafter referred to as **MANAGER**, and the undersigned **PARTICIPANT**, whose name is listed below. If the Participant is a minor, the Participant's parent or legal guardian assumes full responsibility for the specified minor and agrees to all terms outlined herein on the minor's behalf. In consideration of today's use and any future access to the property, facilities, and services of the Manager—including those provided by the Manager's instructors, employees, agents, and landowners—the Participant, along with their heirs, assigns, and representatives, hereby agrees to the following terms:

- 1. Inherent Risk and Assumption of Risk** - The undersigned acknowledges that farm and animal activities come with inherent risks, which may include but are not limited to the propensity of equines or animals to behave unpredictably, such as running, biting, bucking, kicking, shying, stumbling, rearing, falling, stepping on individuals, or bolting, all of which may result in injury, harm, or death to persons on or around them. The unpredictability of an equine's reaction to sounds, sudden movements, unfamiliar objects, persons, or other animals. The limited availability of emergency medical care. The potential for a Participant to act in a negligent manner that may contribute to injury to themselves or others, such as failing to maintain control over an animal or not acting within the Participant's ability.
*The Participant acknowledges that equines and animals, by nature, are unpredictable and subject to animal whim, which may result in behaviors such as kicking, biting, shying, bucking, stumbling, bolting, rearing, or other erratic actions. The Participant assumes all risks associated with these activities and expressly waives any claims for injury or loss arising therefrom.
- 2. Photography Waiver:** I, the undersigned, grant **Black Creek Hill Farms** and its representatives the irrevocable right and permission to capture, use, and publish photographs and/or video recordings of me, my guests, and/or my child(ren) taken on the farm premises. These images may be used for promotional, educational, or marketing purposes, including but not limited to social media, websites, brochures, and advertisements.
I understand that these images may be used without further notification or compensation. I also acknowledge that **Black Creek Hill Farms** retains full ownership of the media and has the discretion to edit, alter, or modify the images as necessary.
- 3. Conduct:** By signing this waiver, I acknowledge and agree that I am voluntarily visiting Black Creek Hill Farms and will conduct myself in a manner that is respectful, safe, and considerate of others. I understand that aggressive or disruptive behavior, including verbal or physical intimidation, will not be tolerated, and I commit to treating all animals with care and kindness, following the guidance provided by Black Creek Hill Farms staff to ensure their well-being. I agree to stay within the confines of the premises when riding and to stay on designated paths when off the property.



I recognize that my actions on the premises can impact the safety and comfort of others, and I agree that any behavior that creates an unsafe environment, causes damage to property, or disrupts the experience of others may result in additional action. Additionally, I understand that Black Creek Hill Farms is not responsible for any injury, accident, or loss that may occur during my visit, and I fully assume any associated risks. I acknowledge that all children who are not actively participating in services must be supervised by an individual aged 16 or older at all times while on the premises. This supervision is crucial to ensuring their safety and well-being.

4. **Rules and Instructions:** The Participant agrees to abide by and follow all rules, regulations, and instructions provided by the Manager or Manager's staff, which will be posted and/or made available from time to time. The Participant further acknowledges that the behavior of an equine or animal is, to some extent, contingent upon the ability and experience of the Participant. Therefore, the Participant assumes all risks and warrants that they have fully disclosed their riding abilities to the Manager.
5. **Release and Indemnification** - The Participant expressly releases **Black Creek Hill Farms**, the Manager, volunteers, and its staff from any and all claims for personal injury or property damage, even if caused by negligence (if allowed by state law) of the Manager, its representatives, agents, landowners, or employees. **This includes but is not limited to:** Any and all claims, demands, causes of action, damages, judgments, orders, costs, or expenses, including attorney's fees, that may arise from or in any way be connected to the Participant's use of or presence on the property of the Manager and any facilities therein. If the Participant is a minor, the parent or guardian further agrees to indemnify, defend, and hold harmless the Manager against any such claims by the minor, regardless of any statute of limitations or contractual limitation of actions.
6. **Use of Personal or Non-Manager-Owned Horses** - If the Participant is using their own horse(s) or horse(s) not owned by the Manager, the Participant warrants that such horse(s) are free from infection, contagious, or transmittable diseases. The Manager reserves the right to refuse access or use of any horse that does not appear to be in good health or is deemed dangerous or undesirable.
7. **Waiver of Legal Protections** - The Participant agrees to waive the protection of any applicable statutes in this jurisdiction that state a general release does not extend to claims that are unknown or unsuspected at the time of executing the release.
8. **Health and Safety** - The Participant certifies that they are physically and mentally capable of participating in equine activities. The Participant agrees to follow all safety instructions and procedures provided by Black Creek Hill Farms staff. Participants under 18 will wear appropriate safety equipment, including a helmet, as required by Black Creek Hill Farms.

HELMET WAIVER

_____ I HEREBY ELECT NOT TO WEAR A HELMET. I ACKNOWLEDGE THAT I AM 18 YEARS OF AGE OR OLDER. BY INITIALING, I ACKNOWLEDGE THAT I UNDERSTAND THE DANGERS AND RISK OF FALLING AND INJURY WITHOUT HEAD PROTECTION AND WILL NOT HOLD BLACK CREEK HILL FARMS AND ANY OF ITS AGENTS RESPONSIBLE FOR ANY INJURIES DUE TO NOT WEARING PROTECTIVE HEADGEAR. (*Every Adult not wearing a helmet must read)



Acknowledgment of Understanding - By signing below, I acknowledge that I have read, understood, and agreed to all terms of this Agreement. I understand that by signing this document, I am waiving certain legal rights, including the right to sue. I acknowledge that minors, under the age of 18 must have a parent/Guardian sign. Each person 18 or older must sign individually.

Participant Information:

Participant Name: _____ Date: _____

Phone Number: _____ Email: _____

***Emergency Contact Information:**

Name: _____ # _____

Relationship: _____

Additional participants: If you have more than 1 participant. Print the name(s), signature is mandatory for riders 18 and up.

***If you are 18 or over, and choose not to wear a helmet, You must Read the helmet waiver, above and initial in the 'No Helmet' column. By initialing, you agree that you have read and agree to the helmet waiver section of this document.**

Name (First, Last)	Signature	No Helmet

Participants Signature _____ Date: _____

***If participant(s) is/are under 18 a parent/guardian must sign.**

Responsible Party # _____ Email: _____

*Parent/Guardian Signature _____ Date: _____