



All riding members, and all parents/guardians of minors MUST sign and return this form to ROC-ED

ROC-ED release, waiver and indemnification agreement, notice of helmet requirement, applicable laws and rules

I wish to join the Rutherford Outdoor Coalition-Equestrian Division ("ROC-ED"), a North Carolina non-profit organization, in order to participate in equine activities including, but not limited to, Equestrian Recreation, Trail Building, and/or Trail Maintenance, for my own personal benefit and enjoyment. **I understand that it is inherently dangerous to trail ride, drive or transport equines, repair, maintain, and build equestrian trails, and participate in any equine activity, whether as a rider or as a spectator.** By signing this release and waiver agreement, I, and all those persons on whose behalf I am authorized to represent (such as my minor child, ward or guest), **assume all risks** of participating in any equine activity sponsored by ROC-ED, including the use of riding trails.

****CAUTION!!!****

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 pursuant to Chapter 99E of the N.C. General Statutes.

By signing this agreement, I agree to release, indemnify and hold harmless ROC-ED and its directors, officers, members, agents, contractors, employees, and volunteers (hereinafter collectively referred to as "ROC-ED"), from all existing and/or hereafter arising claims, liabilities, causes or actions, losses, or damages to myself, my child/ward or my guests, including loss of earning capacity, resulting from personal injuries, disability, death and/or property damage, arising from, or in connection with any horseback riding or other equine activity sponsored by ROC-ED. As a member of ROC-ED, I agree that, except as provided under N.C. General Statutes, Chapter 38A-4, no private landowner or person authorized to act on behalf of a private landowner, shall be responsible or liable for the welfare, safety or behavior of myself, my child or ward, or of any of my guests. I further agree to reimburse and indemnify ROC-ED for costs and expenses involved in defending any claim brought by any person, as well as all damages awarded, as a result of such accident, injury, loss, damage or death to me, my child/ward or my guests.

I agree that I will not permit my child/ward or guest to participate in any ROC-ED event or ride any equine trail if he/she does not possess the necessary skill, experience and supervision that I deem is necessary for his/her safety. If my child/ward or guest is injured, disabled or dies as a result of engaging in an equine activity sponsored by ROC-ED or while riding any of the ROC-ED trails, I shall be fully responsible for his/her injuries and damages.

I may bring guests to an equine activity or to ride the trails, provided that each guest first signs and returns this release and waiver to ROC-ED. I am responsible for informing my guests about the rules and regulations of ROC-ED. I am responsible for my guests and agree to accompany them at all times. I further agree that neither ROC-ED nor any private landowner shall be responsible for any accident, injury or death to any of my guests.

I have not paid a fee to any private landowner for the use of their property. I understand that as a ROC-ED member, I am responsible for paying membership dues. These dues help fund the costs of maintaining and repairing riding trails as well as the construction of future trails. As a dues paying member, I will have the privileges of free or discounted admission to ROC-ED sponsored events, functions and benefits. Said discounts are at the sole discretion of ROC-ED.

_____ (Initial Here)

I hereby acknowledge receipt of and agree to abide by the ROC-ED Membership Rules. These rules include, but are not limited to the following: the use of a properly fitted SEI certified ASTM standard F 1163 Equestrian helmet by all riders at all appropriate times; all minors under the age of 16 must be accompanied by an adult; and all members must have a signed release and current coggins on file. I am responsible for ensuring that my child/ward and guests adhere to these rules. I understand that my and/or their failure to do so may result in my expulsion as a member with no refund of my membership dues. I further understand that ROC-ED is not able to continually monitor or ensure compliance with the terms of this release agreement and/or ROC-ED rules and their failure to enforce the terms of this agreement or the rules shall not serve as a waiver of ROC-ED's rights.

In the event that an issue of law arises regarding the terms and conditions of this agreement, North Carolina law shall apply and venue shall be in Rutherford County, North Carolina.

Being of sound mind I have read and understand all provisions of this release agreement. I understand that I am giving up certain legal rights, assuming certain legal obligations and assuming all risks.

Print name/age: _____ Signature: _____ Date: _____

Print name/age: _____ Signature: _____ Date: _____

Print name/age: _____ Signature: _____ Date: _____

Print name/age: _____ Signature: _____ Date: _____

Minors: All parents/guardians must sign

Mother: _____ Signature: _____ Date: _____

Father: _____ Signature: _____ Date: _____

Guardians: _____ Signature: _____ Date: _____

Emergency contact/Phone: _____

PHOTO RELEASE

I Give permission to ROC-ED to use and reproduce any and all photographs, films, video, and any other audio/visual material taken of me for their use to promote, educate, and or benefit ROC-ED

I do NOT give permission to ROC-ED to use any photographs, films, video, and any other visual material of me.

Signature: _____ Date: _____