

LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK THIS IS A RELEASE OF YOUR RIGHTS TO SUE

This release may be used against you in a court of law.

I, _____, parent of _____ hereby affirm that I am aware of the inherent hazards of horseback riding and other farm related activities.

I understand and agree that Starberry Acres, LLC managed and facilitated by Kristina Berly and Mark Berly, or any horse owned by Kristina Berly, Mark Berly or any Starberry Acres, LLC employees may not be held liable

or responsible in any way for injury, death, or other damages to me or my family or my property, heirs, or assigns that may occur as a result of my participation in this farm related activity or as a result of the negligence of any party, whether active or passive.

____ In consideration of being allowed to participate in this activity, I hereby personally assume all risks in connection with said activity, for any harm, injury, or damage that may befall me or my property while so engaged, including all risks connected therewith, whether foreseen or unforeseen. I understand that if an injury does occur that only my own personal health insurance or other insurance will be involved in a claim.

____ I further save and hold harmless said activity and Starberry Acres, LLC facilitated by Kristina Berly and Mark Berly from any claim or lawsuit by me, my family, estate, heirs or assigns, arising out of my participation in this activity, including both claims arising during the activity and/or before or afterwards.

____ I also understand that horse related activities may be physically strenuous and that I may be exerting myself during this activity. I further understand that horses, dogs, cats, wildlife and nature itself may behave in unpredictable and potentially dangerous ways. I expressly assume the risk of injuries resultant from my participation in these activities and I will not hold Starberry Acres, LLC, Kristina Berly, Mark Berly or any Starberry Acres, LLC employees responsible in any way. I further state that I am of lawful age and am legally competent to sign this liability release.

____ I understand that the terms and conditions of this release are contractual and not a mere recital, and that I have signed this document of my own free act.

NORTH CAROLINA EQUINE LIABILITY LAW

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 Statutes

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.

Signature of Adult participant or Parent or Guardian of underage participant.

Date _____