



MacNair's Country Acres, Inc.
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Raleigh, NC 27606
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Track Out Camp Application 2011-2012

MACNAIR'S COUNTRY ACRES 2011-2012 PARTICIPANT ACTIVITY REGISTRATION,

LIABILITY WAIVER, RELEASE, HOLD HARMLESS AND RISK ACKNOWLEDGMENT AGREEMENT

*Unless otherwise indicated, all requested information pertains to the participant who will be taking part in the program.

Registration for: Saddle Up____ Earn Your Stirrups____ Pony School____ Community School____ Camp____
Private Lessons____ Other (specify)_____ **Start Date:**_____

Name:_____

Address:_____

City:_____ **State:**_____ **Zip Code:**_____

E-mail address: _____

Tel #: [home]_____ [work]_____ [cell]_____

Date of Birth:_____ **Age:**_____ **Height**_____ **Weight**_____

Horseback Riding Experience, if registering for riding program:_____

Farm Experience, if any:_____

Medical Insurance information (please include companies and policy or group numbers):

School, if student:_____ **Grade:**_____

Traditional Schedule? Y/N **Year-Round Schedule?** Y/N (circle one) **Track** 1 2 3 4

Physical limitations, medical conditions, daily medication, allergies, and/or learning disabilities (please detail):

Emergency Contact's Name & Telephone #:_____

Physician's Name & Telephone#:_____

If under 18, Name of Participant's Parent/Guardian:_____

Permission to use photograph on website and in marketing materials: yes:_____ no:_____

Participant

Date Parent/Guardian Signature (if under 18)

Date

**MACNAIR'S COUNTRY ACRES
LIABILITY WAIVER, RELEASE, HOLD HARMLESS AND
RISK ACKNOWLEDGEMENT AGREEMENT**

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]

1. **Parties.** The parties to this **LIABILITY WAIVER, RELEASE, HOLD HARMLESS AND RISK ACKNOWLEDGMENT AGREEMENT** (the "Agreement") are MacNAIR'S COUNTRY ACRES, INC., MacNAIR'S COUNTRY ACRES II, INC. and each of such entities' affiliates, including their shareholders, agents, employees, officers, directors, representatives, assigns, affiliated organizations (whether nonprofit or for profit), insurers and others acting on behalf of any of them (all being collectively referred to herein as "MacNair's"), and (please print) _____, a participant in a MacNair's activity or program on or off the Farm (defined below) or a boarder or lessee of a horse boarded at the Farm (all being collectively referred to herein as a "Participant") and, if Participant is under the age of 18 (please print), _____, the parent or legal guardian of Participant legally capable of contracting on Participant's behalf (the "Parent/Guardian").

2. **Participation in MacNair's Program(s).** In exchange for Participant's and Parent/Guardian's acceptance of the terms of this Agreement and his or her signature hereon acknowledging same, MacNair's agrees to permit Participant and Parent/Guardian, if applicable, to (a) participate or accompany Participant in an equestrian or farm activity or program held at MacNair's facilities, which facilities are located on and around Dover Farm Road, Raleigh, North Carolina (the "Farm"), and elsewhere for "off the Farm" programs and activities for which Participant has been properly registered and for which he or she has paid; (b) board a horse on the Farm; or (c) lease a horse on the Farm.

3. **Nature of Equestrian Activities.** Numerous obvious and non-obvious risks are inherent and always present in horseback riding and other equestrian activities, despite all safety precautions. Although all horses and ponies used by MacNair's are well trained, they are still animals that cannot be made completely safe. By way of example and not limitation, all horses and ponies may, among other things, stop short, suddenly change direction or speed, shift their weight from side to side, trip, fall, buck, rear, bite, kick or run from what they perceive (correctly or incorrectly) as danger. These enumerated and related or similar risks, as well as the more general farm risks described in paragraph 4 below, among others, exist for anyone who is in close proximity to a horse, whether mounted or on the ground. Participant and Parent/Guardian acknowledge these and similar or related risks and affirmatively state that they are not relying on MacNair's to advise them of all possible risks.

4. **Nature of Farm Activities.** Numerous obvious and non-obvious risks are inherent and always present in a farm setting, despite all safety precautions. In addition to the risks related to equines and equestrian activities detailed in paragraph 3 above, there are other risks present. By way of example and not limitation, (a) farm equipment is used regularly around the Farm and can give rise to risks associated with the operation of heavy equipment; (b) non-equine farm animals such as chickens, roosters, cats, dogs, cows and goats, among others, as well as wild animals naturally present in rural settings such as raccoons, fox, deer, bobcats, coyotes and bears, among others, are unpredictable and can chase, scratch, bite and injure humans and/or other animals present on the Farm, (c) fertilizers, pesticides and animal medications are present on the Farm and can cause property damage or personal injury to humans and animals if encountered, handled or misused; (d) all types of insects, rats, snakes, spiders and other pests and vermin may at any time be present on the Farm and can cause property damage and personal injury to humans and other animals; (e) ponds, creeks and other water features on the Farm can present safety hazards, including risk of drowning or other water associated risks; (f) uneven terrain, ditches, sinkholes, deep mud, dead trees and other associated risks; and (g) any and all other potential risks that may be associated with the operation of an agricultural, equestrian, commercial or residential facility. Participant and Parent/Guardian acknowledge

these and similar or related risks and affirmatively state that they are not relying on MacNair's to advise them of all possible risks.

5. **Waiver, Release and Indemnification.** *In consideration for Participant's ability to participate in MacNair's equestrian and/or farm activities and programs and use and/or be present at the Farm, Participant and Parent/Guardian agree, to the extent permitted by law, to release and hold harmless MacNair's from all claims, demands, causes of action and legal liability related to Participant's participation in any equestrian or farm program at the Farm or offered by MacNair's, whether the same be known or unknown, anticipated or unanticipated, foreseeable or unforeseeable, and even if such are the result of the negligence and/or acts or omissions of MacNair's or other participants in the MacNair's activities or programs or other individuals present on the Farm.*

Participant and Parent/Guardian further agree to waive all claims which may otherwise arise from an injury to Participant or Parent/Guardian while using or being present at the Farm or any activity or program offered by MacNair's and shall not pursue any claims, demands or causes of action against MacNair's for any economic or non-economic losses due to Participant's or Parent/Guardian's bodily injury, death or property damage arising out of the activities and programs offered by MacNair's or Participant's or Parent/Guardian's use of or presence at the Farm or any location of any MacNair's activities or programs, whether on the Farm or "off the Farm."

Participant and Parent/Guardian agree to be responsible for any and all damages, injuries and/or loss of life caused by Participant or Parent/Guardian (or caused by a horse then in the care, custody and control of Participant or Parent/Guardian or any animal brought to the Farm by Participant or Parent/Guardian) and to indemnify MacNair's from any losses or expenses, including but not limited to attorneys' fees, which MacNair's incurs in connection with any such damages, injuries and/or loss of life.

6. **Assumption of Risk.** Participant and Parent/Guardian acknowledge that failure to follow MacNair's rules and/or the directions of MacNair's staff may put him or her at risk of, or increase the risk of, personal injury or death. Participant and Parent/Guardian acknowledge that he or she, as the case may be, bears the responsibility for Participant's safety and Participant should not participate in any equestrian or farm activity unless he or she is confident that Participant can do so safely. Participation in equestrian or farm activities at or with MacNair's constitutes a knowing and voluntary assumption of all risks associated with such activities and those associated with being present at the MacNair's facilities, including but not limited to inherent risks and the risk of negligence by MacNair's or others. This assumption of risk is intended to operate as a bar to recovery for any claim for property damage, injury or death.

7. **Helmet Requirement.** MacNair's requires that if Participant is taking part in a MacNair's riding program that Participant provide and wear his or her own properly fitting ASTM/SEI certified riding helmet. Participant and Parent/Guardian acknowledge that wearing a properly fitted and secured equestrian riding helmet which meets or exceeds the quality standard of the SEI Certified ASTM Standard F1163 while riding, mounting, dismounting and being near horses **may** reduce the severity of head injuries sustained or prevent death as the result of a fall or other occurrence. MacNair's makes no representation as to the condition, effectiveness or suitability of any helmet used by Participant. Participant and Parent/Guardian further assume all helmet related risks.

8. **Guests.** Should Participant or Parent/Guardian bring to the MacNair's facilities an individual who has not executed a copy of this Agreement, Participant and Parent/Guardian shall educate the guest as to the risks described herein, supervise the guest, be solely responsible for the safety of the guest, be responsible for any property damage, personal injury or loss of life caused by or suffered by such guest and further indemnify MacNair's from any losses or expenses, including but not limited to attorneys' fees, which MacNair's incurs in connection with any such damages, injuries and/or loss of life caused by or suffered by such guest.

9. **Permission to Treat.** Participant and Parent/Guardian understand that MacNair's does not normally administer medications and will typically do so only when directed in writing by Participant or Parent/Guardian. However, in the unexpected event of a medical emergency, Participant and Parent/Guardian agree that the employees or agents of

MacNair's have Participant's and Parent/Guardian's permission to provide, seek and authorize medical attention and services, including but not limited to first aid or emergency medical services, for the Participant or the Parent/Guardian or for any veterinary attention or services for any horse owned, leased or in the care of the Participant or the Parent/Guardian. Further, Participant and Parent/Guardian agree that MacNair's shall bear no liability in connection with its provision and authorization of such medical attention and services.

10. **Miscellaneous.** This Agreement: (a) contains the entire agreement among Participant, Parent/Guardian and MacNair's and supersedes all prior written or oral understandings among the same regarding the terms hereof; (b) may not be amended or modified except in a writing signed by Participant, Parent/Guardian and an authorized representative of MacNair's; (c) shall be construed and enforced in accordance with the laws of the State of North Carolina; (d) has been carefully reviewed and is fully understood by the Participant or, if Participant is a minor, the Parent/Guardian and, if desired, has been reviewed by Participant and/or Parent/Guardian's independent counsel; (e) shall be binding upon MacNair's, Participant, Parent/Guardian and their successors, assigns, heirs and personal representatives; and (f) shall be for the benefit of MacNair's. When the contexts in which words are used in this Agreement indicate that such is the intent, words in the singular shall include the plural and vice versa. The Parties further agree that if any paragraph or part of this Agreement is found to be void or unenforceable, the remainder of this Agreement shall not be affected by such a finding.

11. **Dogs/Other Pets.** Participant and Parent/Guardian understand and agree that only MacNair's staff and Participants or Parent/Guardians who are boarding or leasing a horse stabled at the Farm are permitted to bring non-dangerous, trained, well-mannered dogs with no history of causing property damage or personal injury to the Farm; and that (a) no other pets may be brought on the Farm by any person; (b) if such dogs are brought on the Farm they must be kept on a leash at all times or placed securely in the dog pen provided by MacNair's for such purpose; (c) if such dogs are brought on the farm they shall not be permitted to approach, antagonize, bark at, bite, jump on, scratch (or otherwise touch) or frighten any person, horse or other animal on the Farm, whether a farm, wild or domestic animal; and (d) they assume full responsibility for any property damage or personal injury caused by any dog or other pet brought by them on the Farm and agree to indemnify and hold MacNair's harmless from and against any losses or expenses, including but not limited to attorneys' fees, which MacNair's incurs in connection with any such damages, injuries and/or loss of life.

<p>Participant Date</p> <p>MacNair's Country Acres, Incorporated</p> <p>By: _____</p> <p style="text-align: right;">Date</p> <p>Print Name: _____</p> <p>Title: _____</p>	<p>Parent/Guardian (if Participant is a minor) Date</p> <p>MacNair's Country Acres II, Inc.</p> <p>By: _____</p> <p style="text-align: right;">Date</p> <p>Print Name: _____</p> <p>Title: _____</p>
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Camper's Name: _____

Track Out Camp

9:00 – 12:30 Monday – Wednesday

\$195 per session

Please check each session you would like to attend:

___ Sept. 19-21 ___ Oct. 3-5 ___ Oct. 24-26 ___ Nov. 14-16 ___ Dec. 5-7
___ Jan. 2-4 ___ Jan. 23-25 ___ Feb. 20-22 ___ Mar. 5-7 ___ April 2-4 ___ April 23-25
___ May 14-16

RIDING EXPERIENCE:

___ none ___ occasional trail riding ___ weekly lessons[1 or more years] ___ jumping courses
___ posting trot ___ cantering ___ jumping small cross rails

Please use the space below to tell us about your riding experiences and skills. All classes for students are divided according to ability level.

PAYMENT

A non-refundable deposit of \$65 is due with this application. The balance of the Track Out Camp is due on the first day of camp.

Track Out Camp \$195 x _____ weeks	\$
Amount of Payment Included with Application	\$
Balance Due	\$

Payment Method

Personal Check Deposit Check #: _____

Credit Card ___ MasterCard ___ Visa ___ Discover ___ American Express

Name on the Credit Card: _____

Credit Card #: _____ Exp date: _____

Billing Address: _____

Billing Zip Code: _____

Authorization Signature: _____

Today's Date: _____

Check here if you'd like us to charge your card for the remaining balance automatically
