

THE WALTHOUR-MOSS FOUNDATION

2008-2009 ASSUMPTION OF RISK AND RELEASE (WAIVER OF IMPORTANT LEGAL RIGHTS)

I acknowledge, understand, and agree, in consideration of my use (whether for walking, riding or driving horses or other uses) of the real property owned by The Walthour-Moss Foundation (the "Property"), that:

Equine activities involve inherent dangerous risks of loss and accident—including bodily and personal injuries, death, and property damage—to participants, bystanders, and horses. Risks of and from equine activities can, for example, involve and be caused by sudden and unforeseen occurrences, and it is not possible to foresee, prevent or eliminate all such risks.

There are, at any and all times, likely to be participants in equine activities on the Property, and, despite the risks of equine activities, I knowingly and voluntarily (1) choose to use the Property or to participate in equine or other activities on the Property and (2) to assume any and all risks related thereto to the maximum extent permitted by law.

I hereby release, waive, and forever discharge The Walthour-Moss Foundation and its officers, directors, employees, volunteers, and agents (the "Foundation"), to the maximum extent permitted by law, from any and all claims, demands, actions, and rights of action of whatever kind or nature, in law or in equity, known or unknown, arising from or related to any bodily or personal injuries, death or property damage arising from or related to the use of the Property by me or others including bodily and personal injuries, death, and property damage arising from or related to, directly or indirectly, the negligence of the Foundation.

The Foundation strongly encourages the use of protective equipment. I am acquainted with appropriate equestrian and other safety practices. It is not the responsibility or obligation of the Foundation to teach or advise me of appropriate equestrian safety practices.

This Assumption of Risk and Release is given on behalf of (1) me, my spouse, legal representatives, administrators, executors, heirs, and assigns and (2) any child of whom I am a parent or guardian, their legal representatives, administrators, executors, heirs, and assigns.

If any portion of this Assumption of Risk and Release is held to be invalid by any court or tribunal, the remainder hereof shall continue in full force and effect.

I ACKNOWLEDGE AND AFFIRM—AND, AS APPLICABLE, FURTHER ACKNOWLEDGE AND AFFIRM THE TERMS OF THE ASSUMPTION OF RISK AND RELEASE POSTED AT THE ENTRANCES TO THE PROPERTY—THAT I CAREFULLY READ THE CONTENTS OF THIS ASSUMPTION OF RISK AND RELEASE, FULLY UNDERSTAND ITS MEANING, AND SIGN IT VOLUNTARILY.

_____ (Signature) _____ (Date)
_____ (Printed Name) _____ (email)
_____ (Address)

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

Please return this release to the green foundation box at the Property entrance or mail to
The Walthour-Moss Foundation, P.O. Box 978, Southern Pines, North Carolina 28388