

**2015 CIRCLE G MINISTRY WAIVER, RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT**  
*Circle G Ministry / PO Box 222, Mouth of Wilson, VA 24363 / (681) 214-5512 / www.circlegministry.org*

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I agree to the following agreement with Circle G Ministry, BJ Grimmatt, and Maryanne Grimmatt, hereafter jointly referred to as CGM, as a condition for its allowing me, and persons identified below, to attend and/or participate in one or more clinics or instructional activities with CGM, be near horses or ponies, handle horses or ponies, ride horses or ponies, receive instruction or guidance (directly or indirectly) in riding, working with, or handling of horses or ponies at any time and at any location under the direct or indirect supervision of CGM; and/or use equipment (including, but not limited to, halters, lead ropes, headstalls, reins, bits, and/or any other equipment) on or near horses or ponies before, during, or after the clinic or instructional activity. (All of these activities, individually and collectively, will hereafter be referred to in this document as "The Activities.")

**NAME OF CONTRACTING PARTY** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

**HOME PHONE** \_\_\_\_\_ **WORK PHONE** \_\_\_\_\_ **CELL PHONE** \_\_\_\_\_

*I also make this agreement on behalf of the following, who is my child or legal ward:*

**NAME** \_\_\_\_\_ **AGE** \_\_\_\_\_

**CHILD'S DATE OF BIRTH** \_\_\_\_\_

All parts of this agreement shall apply to me and to the child/legal ward listed above. [We will collectively call ourselves "I," "me," or "my" throughout this agreement.] This Waiver, Agreement, and Release of Liability is intended to be valid and binding at all times, now and in the future, when CMG permits me (directly or indirectly) to engage in any or all of The Activities at any location.

**IT IS HEREBY AGREED AS FOLLOWS:**

1. I have voluntarily requested to engage in any or all of The Activities.
2. Consideration/Binding Effect. I am signing this Waiver, Agreement, and Release of Liability in consideration for being allowed to engage in any or all of The Activities. This Waiver, Release of Liability, and Indemnity Agreement is intended to be valid and binding at all times, now and in the future, when CGM permits me (directly or indirectly) to engage in any or all of The Activities at any time and at any location.
3. Risks of Equine Activities. I understand that anyone riding, handling, or even near a horse or pony (these animals will hereafter be referred to as "equines" in this document) can suffer bodily and other injuries. Among other things, equines are unpredictable by nature. For example, when frightened, angry, or under stress, the natural instincts of an equine are to jump forward or sideways, back up quickly, or run away from danger by trotting or galloping. Equines are also known to kick, buck, rear up, spin around, strike, or bite. I know that equines can do any of these things without warning. I also understand that all equines, even if they have no history of inflicting injury, are powerful and have the potential to be dangerous to people and animals that are on, near, or around them.

Further, I understand that riding, handling, or even being near an equine can expose me to numerous hazards which could include, for example: (a) the propensity of an equine to behave in ways that may result in personal injury or death to a person on or around it; (b) the unpredictability of an equine's reaction to a sound, sudden movement, or an unfamiliar object, person, or other animal; (c) certain land conditions and hazards, including surface or subsurface conditions; (d) a collision with another equine, animal, or object; and/or (e) the potential of a participant to act in a negligent manner that may contribute to injury to the participant or another, including failing to maintain control over the equine or not acting within the participant's ability.

I understand that these risks and dangers inherent in equine/farm animal activities can occur with or without negligence on part of CGM, and I expressly agree to assume them. I also understand that these are some of the risks, and I agree to assume others that are not mentioned here. I am not relying on CGM to list all possible equine-related risks for me in this document or at any time, now or in the future.

4. Waiver and Liability Release/Recognition of Risks. As lawful consideration for CGM allowing me to engage in any or all of The Activities, now or in the future, at any location, and with full knowledge and appreciation of the inherent risks of equine activities, I freely and voluntarily agree to assume the risks involved in any aspect of The Activities at any time. I agree to assume full responsibility for any and all bodily injuries or damages which I or my minor children/legal wards may sustain at any time when engaging in The Activities or while participating of and from all claims, demands, actions, or causes of action (whether they occur now or in the future, and whether they are known or unknown), resulting from either the ordinary negligence of CGM or of others associated with CGM, or a violation by any of them of any provision of the North Carolina Equine Activity Liability Act (except if injury or damage was caused by CGM's gross negligence or willful and wanton misconduct).

I, for myself or for my heirs, administrators, personal representatives or assigns, release, discharge, hold harmless, and agree not to sue Circle G Ministry, BJ Grimmatt, Maryanne Grimmatt, and their respective clinicians, officers, directors, managers, members, employees, agents, assistants, representatives, assigns, and other acting of and from all claims, demands, actions, or causes of actions (whether they occur now or in the future, and whether they are known or unknown), resulting from either the ordinary negligence of CGM or of others associated with CGM, or a violation by any of them of any provision of the North Carolina Equine Activity Liability Act (except if injury or damage was directly caused by CGM's gross negligence or willful and wanton misconduct). *It is my intention to release and hold harmless Circle G Ministry, BJ Grimmatt, Maryanne Grimmatt, and their respective clinicians, officers, directors, managers, members, employees, agents, assistants, representatives, assigns, and others acting on their behalf, to the fullest extent allowed under North Carolina law.*

**WAIVER AND LIABILITY RELEASE PERTAINING TO EQUINE(S).** In addition, with respect to each equine that I own, lease, ride, handle, use, or provide for any of The Activities (whether or not I am the one who is working with the equine), I agree to release and discharge Circle G Ministry, BJ Grimm, Maryanne Grimm, and their respective clinicians, officers, directors, managers, members, employees, agents, assistants, representatives, assigns, and others acting on their behalf, of and from all claims, demands, actions, or causes of action (whether they occur now or in the future, and whether they are known or unknown), resulting from ordinary negligence of CGM or of others associated with CGM. This waiver and release is intended to apply at all times before, during, or after The Activities take place at any location that may result in injury, loss, or damage to this/these equine(s) and that may accrue from any cause whatsoever, including accidents, illnesses, theft, running away, and/or injuries that may occur before, during, or after any of The Activities (except if injury or damage was directly caused by CGM's gross negligence or willful and wanton misconduct).

**5. INDEMNIFICATION.** I also agree to indemnify and hold harmless Circle G Ministry, BJ Grimm, Maryanne Grimm, and their respective clinicians, officers, directors, managers, members, employees, agents, assistants, representatives, assigns, and others acting on their behalf against all liability, claim, loss, action, or expenses which are sustained, suffered, or incurred by any third person(s) that I may cause (directly or indirectly) while engaging in any or all of The Activities at any time and at any location in connection with my attendance or participation in the clinic or instructional activity with CGM. ["Third persons" are any and all people who are not parties to this Agreement and includes, but is not limited to, my relatives, guests, other clinic participants, spectators, or visitors, etc.] The indemnification shall include reimbursement of CGM's reasonable attorney fees.

**6. HELMETS/SAFETY.** I agree to be responsible for my own safety. Wearing a helmet is my choice; CGM has advised me that I should consider purchasing and wearing properly fitted and secured protective headgear when riding, handling, or when near equines. I am NOT relying on CGM or anyone affiliated with CGM to provide a certified equestrian helmet for me, to check any helmet or helmet strap that I may wear, or to monitor my compliance with this suggestion at any time, now or in the future. If I choose to wear an equestrian helmet and headgear, or if I choose not to, this is my decision alone.

**7. EMERGENCIES. Person(s) to Contact in Case of Emergency:**

<b>NAME</b> _____	<b>RELATIONSHIP</b> _____
<b>HOME PHONE</b> _____	<b>WORK PHONE</b> _____
	<b>CELL PHONE</b> _____

**8. HEALTH AND PHYSICAL CONDITIONS.** Many physical conditions or disabilities pose special physical risks to the participant during exercise. Horseback riding, handling horses, and equine activities are exercise. I understand that CGM recommends that I seek the advice of a physician before participating in any of The Activities. Also, I want CGM to be aware of the following physical conditions that I have that may affect my ability to ride an equine, handle an equine, be near an equine, and/or attend or participate in a clinic, program, or educational event.

**9. USE OF PHOTOGRAPHS OR VIDEOS.** By my signature below, I also irrevocably grant full permission for CGM or others affiliated with and authorized by CGM to use and publish any photographs, videos, or electronic recordings taken of me, even if such use and publication is for commercial or promotional purposes.

**10. INDEPENDENT TRAINERS/CLINICIANS/INSTRUCTORS.** I am aware that independent trainers, clinicians, and/or instructors may occasionally do business near, or at the same time as, CGM, but I understand they operate as wholly independent businesses and are not employees, partners, or in joint venture with CGM.

**11.** This Waiver, Release of Liability, and Indemnity Agreement is governed by North Carolina law and is intended to be as broad and inclusive as North Carolina law permits. This document can only be modified in writing and signed by me, BJ Grimm, Maryanne Grimm, or a CGM Authorized Representative. Should any clause conflict with North Carolina law, only that clause will be null and void and the remainder of this document shall stay in full force and effect at all times, now or in the future. Should I breach this Waiver, Release of Liability and Indemnity Agreement (or any part of it), I agree to pay the attorney's fees and court costs related to such breach incurred by CGM and/or persons directly affiliated with CGM. It is also mutually agreed that any disputes arising under this Waiver, Release of Liability, and Indemnity Agreement, or any activities that are undertaken pursuant to this document, shall be litigated in a State or Federal Court of proper jurisdiction located in or nearest to Ashe County, North Carolina, where CGM is located, and I agree that this is a convenient location.

**12.** Also, I represent that (CHECK EACH BOX BELOW):

- I am at or over 18 years of age;
- I am of sound mind and not suffering from shock or under the influence of alcohol, drugs, or intoxicants;
- I have read this entire waiver, agreement and release of liability (BOTH PAGES), and I fully understand it;
- I am aware that this document is legally binding and that by signing it I am giving up legal rights and/or remedies;
- I intend for this waiver, agreement and release of liability to be valid and binding today and at all times in the future; and the information I have provided in this waiver, agreement, and release of liability is true and accurate.

**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.**

**SIGNATURE OF CONTRACTING PARTY** \_\_\_\_\_ **DATE** \_\_\_\_\_

**SIGNATURE OF CGM AUTHORIZED REPRESENTATIVE** \_\_\_\_\_ **DATE** \_\_\_\_\_