

JH Horsemanship

4425 Tom Starnes Rd
Waxhaw, NC 28173
www.jhhorsemanship.com



Boarding, Training & Sales Contract

This contract is made by and between Owner (see Parties to the Contract: Horse Owner) and Stable (see Parties to the Contract: Farm) for the boarding of the horse listed below subject to the terms listed below:

Section I. Parties to the Contract

Horse Owner	
Name:	Phone (H):
Address:	Phone (W):
City:	Phone (C):
State, Zip:	E-mail:

Horse Information	
Name:	Registries:
Breed:	Registration #s
Date of Birth:	Color:

Health Information:	Y N <i>Colic</i>
	<input type="checkbox"/> <input type="checkbox"/> Frequency: _____ Last Episode: _____
	Method of Treatment: _____
	<input type="checkbox"/> <input type="checkbox"/> <i>Founder</i>
	Frequency: _____ Last Episode: _____
	Method of Treatment: _____
<input type="checkbox"/> <input type="checkbox"/> <i>Allergies:</i>	
Frequency: _____ Last Episode: _____	
Method of Treatment: _____	
Habits/Vices (such as cribbing, biting, weaving, rinsing food, morning naps, etc.)	

Insurance Information	Is the Horse insured? <input type="checkbox"/> Yes <input type="checkbox"/> No. What is the value of your horse: \$ _____
	Insurance Carrier (Equine Mortality): _____
	Phone Number: _____ Policy Number: _____
	Carrier's Address: _____

Stable	
Farm Owner(s):	Jacob & Amanda Helms
Farm Address:	4425 Tom Starnes Rd Waxhaw, NC 28173
Phone (C):	(704) 618 - 9372
Email:	Jhhorsemanship3@gmail.com
Website:	www.jhhorsemanship.com

Conditions of the Contract

Section II. Fees

The Owner agrees to pay the following fees:

a. **Boarding Fees.** (if applicable)

- ☐ Field Board: \$350.00 / month. Includes hay, free choice salt and minerals, deworming every other month, use of the pasture and access to grass and fresh water. Access to the riding ring, trails, tack and feed rooms is permitted.
- ☐ Stall Board: \$650 / month. Includes above plus use of the stall and grain. Also includes handling for the farrier and vet, turnout services and blanketing services.

b. **Training Fees.** (if applicable)

Training results depend on horse and are not guaranteed. We will put forth our best effort, but there is no guarantee that horse will never buck, rear, bolt, kick, strike, spook or bite. JH Horsemanship is in no way responsible for the actions of horses or owners during or after training.

- ☐ Jacob Helms: \$60/session for trailer-in training sessions

c. **Veterinary Fees.** All veterinary care, including but not limited to: vaccinations, dental work, and emergency veterinary services, shall be at the expense of the Owner. The farm veterinarian is Fordham Equine Mobile Veterinary Services. The Owner may call his office at (980) 721-2175 and set up an account directly.

d. **Farrier Fees.** All farrier care, including but not limited to trimming, shoeing and emergency farrier care shall be at the expense of the Owner. The farm farrier is Chris Callahan.

e. **Damages by Horse.** Any damages cause by said horse shall be the responsibility of the Owner. Charges for repair of damages caused by said horse shall be at cost if the repairs are made by a subcontractor or the replacement cost of the item damaged.

f. **Promotional Fee.**

- ☐ \$150 one-time promotional fee covers producing, posting, submitting and managing all print and online advertising. Stable shall select avenues it deems appropriate. Stable will arrange for the filming and photography needed for proper visual representation. Upon completion of filming and photography, Stable shall manage the editing of sales videos and photographs for use in advertising. Stable agrees to perform such work in as reasonable and prudent timeframe as possible to capture the best visual representation possible.

g. **Consignment Fees.**

- ☐ Commission Percentage: 10% of sale price with a minimum of \$300. Monthly Boarding fees apply. Training or Fitting fee optional, but recommended.

Section III. Payment

Board (if applicable), farrier fees and fees for damages are due in advance or on the same day of arrival of each and every month at the board rate of \$ [redacted] per month, beginning on [redacted] (mo./day/yr.), made payable to Jacob Helms and mailed or personally delivered to 4425 Tom Starnes Rd Waxhaw, NC 28173. Board will be considered late if not received by 5:00 pm on the 5th day of each month. A late fee of 10% on the unpaid portion of the board will be applied and deemed as additional board. In the event said payment is not received by the 10th, Stable shall be entitled to exert a lien against said horse, and personal property upon the premises as more further described below, for any amounts due, and shall be entitled to enforce said lien and foreclose its interest against said Horse and/or equipment for the amount due in accordance with the laws of the State of North Carolina. Owner understands that on the 10th day, Stable has the right to secure Horse and Owner's possessions until said payment is received.

a. **Arrival Date:** [redacted]

b. **Late Payment.** Owner is put on notice that Stable has and may assert and exercise a right of lien, as provided for by the laws of the State of North Carolina, for any amount due for the board and keep of horse, and also for any storage

or other charges due hereunder, and further agrees Stable shall have the right, without process of law, to attach a lien to Horse after one (1) month of non-payment or partial payment and Farm can then sell horse to recover its loss.

- c. **Reimbursement.** There will be no reimbursement of funds should the Owner decide to take said horse before the end of the 30-day contract.
- d. **Final Payment.** All fees due must be paid in full before the horse leaves the farm. Owner shall be responsible for reasonable attorney's fees and court costs if necessary to collect fees due hereunder.

Section IV. Requirements

- a. The horse shall be healthy, free from infectious, contagious or transmittable disease.
- b. **A current negative coggins** (tested within 1 year) and a health certificate (obtained within 30 days) shall be required.
- c. Said horse must be current on the following vaccinations: Eastern, Western & Venezuelan Encephalomyelitis; Influenza; Rhinopneumonitis (EHV-1/4); Rabies and Tetanus. West Nile is recommended, but at Owner's discretion.
- d. Horses who are dangerous to handlers, crib or weave will be not accepted. Stable reserves the right to return the aforesaid Horse to the Owner if at any time the horse is deemed dangerous or unsuitable for boarding. In such a case, Owner is responsible for removing the Horse within seven (7) days and for all expenses incurred during Horse's stay. After all fees have been paid in full, this Contract is concluded.

Section V. Sales Responsibilities

- a. **Stable.** The Stable agrees to perform the following tasks to facilitate the sale of the listed horse(s):
 - a. Produce, post, submit and manage all print and online advertising. Print advertising may include flyers, magazines, newsletters and any other media that offers an opportunity that is deemed appropriate.
 - b. Assist Seller in setting an accurate asking price for the horse(s) and in negotiating a final selling price. Stable will not accept or agree to any negotiated sales price from a prospective buyer below the full asking price of \$ [REDACTED] without first consulting with and receiving approval from Owner.
 - c. Manage all communications with prospective buyers, set up appointments for visits, be in attendance for visits, and represent the horse as honestly and accurately as possible. Stable will conduct communications and appointments with the utmost professional attitude. Stable will keep Owner informed as to all communication and appointments.
 - d. Assist prospective buyers in coordinating pre-purchase veterinary examinations and shipping arrangements. Stable will be present whenever possible for pre-purchase veterinary examinations and to meet shippers when they arrive to pick up the horse.
- b. **Owner.** The Owner agrees to perform the following tasks to facilitate the sale of the listed horse(s):
 - a. Provide Stable with all necessary and possessed information regarding to the horse so that Stable may represent the horse to prospective buyers as honestly and accurately as possible.
 - b. Provide Stable with all applicable signed registration forms, transfers and health documentation.
 - c. Owner agrees to allow Stable to accept any unconditional offer to buy the horse, as long as the offer is at or above asking price. The Stable will deliver the horse sale proceeds to the Owner within one week after the received funds have been cleared by the bank. The sales agent is entitled to deduct the commission and other outstanding fees from the horse sale proceeds before delivery to the Owner.
 - d. Owner warrants that it is the sole lawful and registered owner of the horse. Owner warrants that the Horse will be delivered to Buyer free of all liens or encumbrances

Disclaimers

- a. **Liability.** During the time that the horse is in custody of Stable, neither Stable nor any of its representatives shall be liable for any sickness, disease, theft, injury or death, which may be suffered by the Horse or any other cause of action, whatsoever, arising out of or being connected in any way with the training, sale or boarding of said Horse. This includes, but is not limited to, any personal injury or disability the Horse may receive while on premises or in the care of Stable or one of its representatives. Owner also agrees to have all guests sign a release of liability form located at Stable.
- b. **Insurance.** Responsibility for insurance and risk of loss is the sole responsibility of the Owner. Owner assumes all unavoidable risks inherent in all horse related activities including, but not limited to sickness, disease, theft, injury or death to Horse, Owner, and Owner's invited guests. Owner agrees to look solely to his/her insurance, if any, for

compensation for any such loss, and further agrees to indemnify and hold harmless Stable and all representatives. Stable recommends that the client acquire a comprehensive full mortality, major medical and automatic renewal policy to protect Owner's Horse.

c. **Protective Equestrian Headgear**

I, for myself and/or on behalf of my child or legal ward, have been warned and advised by Stable and I do understand that not wearing protective headgear increases the risk of serious injury and/or death. If the rider and/or parent or guardian, if minor, refuses to wear protective headgear it is at their own risk.

I, for myself and/or on behalf of my child or legal ward, heirs, administrators, personal representatives or assigns, release and discharge Stable and their respective officers, directors, employees, agents, representatives, insurers, assigns, and others acting on their behalf, or and from all claims, demands, or causes of action, whether the same be known or unknown, anticipated unanticipated, resulting from or arising out of bodily injury or property damage that may be sustained, or property damage which may occur, as a result of not wearing an SEI Certified – ASTM Equestrian Helmet.

(Signature)

(Name of Boarder/Rider)

Section VI. Emergency Care, Accidental Loss or Injury

- a. Stable, or one of its representatives, agrees to attempt to contact Owner in the case of accidental loss, injury or illness of said Horse.
- b. Should Stable feel that medical treatment is needed for said Horse and is unable to contact Owner, Owner authorizes Stable to secure emergency veterinary and/or farrier care required for the health and well-being of said Horse. Owner shall pay all costs of secured care. Westwood Farms is authorized, as Owner's agent, to arrange direct billing to the client. Owner desires that the cost of such care not exceed \$ _____. In the event that the costs exceed the amount set forth, Owner agrees that horse may be humanely euthanized.

Section VII. Agreement

Owner's signature on this Contract certifies and attests to the fact that Owner has read and fully understands all of the terms and conditions outlines herein, and accepts this Contract as a legal and binding instrument on behalf of the Owner, Owner's heirs, successors and assigns. This agreement constitutes the entire agreement between the parties. No other agreements, whether verbal or implied, are included. This contract may not be transferred or assigned. In the event it becomes necessary to refer debts arising from this contract to an attorney for collection, or if suit is instituted hereon, Owner agrees to pay all reasonable court costs and attorney's fees incurred in the suit or collection. Owner further agrees that this contract shall be interpreted, transacted and enforced under the laws of North Carolina and within the designated county, regardless of the manner or location of solicitation.

Horse Owner Signature: _____

Date: _____

Horse Owner Print Name: _____

Stable Representative Signature: _____

Date: _____

Stable Representative Print Name: _____



**WARNING! PLEASE HAVE ALL
GUESTS SIGN THIS FORM**

JH Horsemanship

RELEASE, WAIVER, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT

Name: _____

Address: _____

Phone: (_____) _____ Email: _____

EMERGENCY CONTACT

Name: _____

Phone: (_____) _____ Email: _____

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.

Terms and Conditions of Agreement:

JH Horsemanship ("**JHH**") operates equestrian sports facilities and equestrian boarding facilities at 4425 Tom Starnes Rd Waxhaw, NC 28173 (the "**Facilities**") for Equine Activities (as defined below). In consideration of being permitted to enter into the Facilities and/or participate in certain of the Equine Activities, I, for myself, my personal representatives, heirs, and next of kin, do acknowledge, appreciate and agree that I am signing this Release, Waiver, Hold Harmless, and Indemnification Agreement (the "Agreement") as a participant, spectator, visitor, guest, client, lessee, licensee, or potential purchaser (collectively, a "Participant") for good and valuable consideration of participating in Equine Activities (as defined below), the receipt and sufficiency of which is hereby acknowledged.

I agree that engaging in equine activities under this Agreement includes, but is in no way limited to, those defined in the North Carolina Equine Activity Liability Statute (Chapter 99E of the North Carolina General Statutes) and include, without limitation, riding my own or another's horse, petting, leading, mounting, feeding, watching, transporting, and otherwise interacting with or merely being in the vicinity of horses (collectively "Equine Activities").

- Assumption of Risk:** IN ANY PHYSICAL ACTIVITY, RISK OF SERIOUS PHYSICAL INJURY IS POSSIBLE. I AM FULLY AWARE AND UNDERSTAND THAT: (I) THERE ARE INHERENT RISKS IN PARTICIPATING IN THE EQUINE ACTIVITIES; (II) THE INHERENT RISKS OF INJURY RESULTING FROM ANY OF THE EQUINE ACTIVITIES ARE SIGNIFICANT, INCLUDING RISKS AND DANGERS OF GRAVE OR MINOR BODILY INJURY, INCLUDING WITHOUT LIMITATION PERMANENT DISABILITY, PARALYSIS, DEATH, AND OTHER RISKS; (III) THAT THESE RISKS AND DANGERS MAY BE CAUSED BY, ARISE OUT OF, OR BE IN CONNECTION WITH MY OWN ACTIONS OR INACTIONS, THE ACTIONS OR INACTIONS OF OTHERS PARTICIPATING IN THE EQUINE ACTIVITIES, OR THE CONDITION, OPERATION, DESIGN, AND LAYOUT

OF THE PREMISES AND EQUIPMENT, OR LACK OR INSUFFICIENCY THEREOF, OR THE NEGLIGENCE OF A RELEASED PARTY OR ITS AFFILIATES; (IV) THERE ARE PHYSICAL RISKS INVOLVED WITH ANY STRENUOUS EXERCISE; (V) I AM AWARE THAT I SHOULD OBTAIN THE ADVICE OF A PHYSICIAN PRIOR TO BEGINNING A NEW EXERCISE PROGRAM; (VI) IT IS MY PERSONAL RESPONSIBILITY TO CONSULT WITH MY DOCTOR REGARDING MY PARTICIPATION IN THE EQUINE ACTIVITIES; AND (VII) I UNDERSTAND MY EXPERIENCE AND CAPABILITIES, AND I BELIEVE I AM QUALIFIED TO PARTICIPATE IN THE EQUINE ACTIVITIES. I DO KNOWINGLY AND FREELY ASSUME ALL RISKS (BOTH KNOWN AND UNKNOWN, FORESEEABLE AND UNFORESEEABLE) AND TAKE FULL RESPONSIBILITY FOR MY PARTICIPATION IN ALL EQUINE ACTIVITIES. I REPRESENT TO THE RELEASED PARTIES THAT I: (I) HAVE NO PHYSICAL OR MENTAL MEDICAL CONDITION WHICH WOULD PREVENT ME FROM TAKING PART IN THE EQUINE ACTIVITIES FOR WHICH I HAVE REGISTERED, AND (II) I AM IN GOOD HEALTH AND IN PROPER PHYSICAL AND MENTAL CONDITION TO PARTICIPATE IN THOSE EQUINE ACTIVITIES. I ACCEPT AND ASSUME RESPONSIBILITY FOR ANY LOSS, DAMAGE, OR INJURY I MAY SUSTAIN OR CAUSE AS A RESULT OF MY PARTICIPATION IN ANY EQUINE ACTIVITY. I UNDERSTAND THERE MAY BE OTHER RISKS NOT KNOWN TO ME OR THAT ARE NOT READILY FORESEEABLE AT THIS TIME. THE SOCIAL AND ECONOMIC LOSSES AND/OR DAMAGES THAT COULD RESULT FROM THE RISKS OF THE EQUINE ACTIVITIES COULD BE SEVERE AND COULD PERMANENTLY CHANGE MY FUTURE. THE RISKS OUTLINED IN THIS AGREEMENT ARE NOT EXHAUSTIVE, AND I ACKNOWLEDGE THAT THERE MAY BE OTHER RISKS, HAZARDS, AND DANGERS THAT, BASED ON THE CIRCUMSTANCES, ARE INHERENT IN THE EQUINE ACTIVITIES. I UNDERSTAND AND ACCEPT THE INHERENT RISKS OF BEING IN THE VICINITY OF A HORSE, DONKEY, MULE, HINNY OR PONY (EACH HEREINAFTER REFERRED TO AS A "HORSE") AND OF ENGAGING IN OF THE EQUINE ACTIVITIES OR ANY OTHER MOUNTED OR UNMOUNTED ACTIVITY WHATSOEVER, INCLUDING WITHOUT LIMITATION:

- a. the possibility of a horse behaving in ways that may result in injury, harm, or death to persons on or around them (examples: jump, run, kick, buck, bolt, spin, rear up, strike, bite, stumble, fall, etc.);
- b. the unpredictability of a horse's reaction to such things as sounds (examples: those produced by machinery, equipment, doors, snow and ice falling, rain, wind, thunder, voices, etc.), sudden movements, unfamiliar objects, persons, or other animals (examples: ground poles, jumps, cross-country obstacles, cones, flowers, flags, golf carts, mini-bikes, whips, bats, etc.);
- c. certain hazards such as surface and subsurface conditions which may not be obvious to me or other persons, whether such hazards are known or unknown or reasonably discoverable by the Released Parties (as defined below);
- d. the possibility of collisions with other horses or objects that can be reasonably foreseen as a result of normal horse activities (examples: ground poles, jumps, cross-country obstacles); and
- e. the possibility that I might negligently contribute to my own injury or that of others, including, without limitation, by failing to maintain control over a horse, or undertaking activities beyond my ability.

I understand that injuries, death, loss (both personal and property), and property damage may result from the accepted risks of engaging in Equine Activities, that horses are powerful and have the potential to be dangerous, even without warning, and that the risks listed in this Agreement are just a sampling and I am not relying on the Released Parties to list all possible horse-related risks or risks related in any way to the Equine Activities.

2. **Conduct.** I will comply with all JHH rules, both written and as stated to me by JHH staff during my participation in all Equine Activities. I will obey the JHH staff in regards to those rules as they affect the safety of myself, other participants and observers, the property of JHH, and all resources used in conjunction with Equine Activities. If I observe any hazards, either subjective or objective, to myself, other Equine Activity Participants, JHH staff, JHH property, a Facility, or resources used in conjunction with the Equine Activities, I will immediately bring those hazards to the attention of the

nearest JHH staff and leave the unsafe area and cease my participation in the Equine Activities. Without limiting the generality of the foregoing, I therefore agree that:

- a. I will follow posted signs and rules at all times;
- b. I will at all times be responsible for my personal safety.
- c. I will remain financially responsible for my medical expenses.

3. **Release and Covenant Not to Sue.** I HEREBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE JH HORSEMANSHIP AND THEIR OWNERS, AFFILIATES, AGENTS, EMPLOYEES, TRUSTEES, BENEFICIARIES, WORKING STUDENTS, VOLUNTEERS, INDEPENDENT CONTRACTORS, TRAINERS, CLINICIANS, GUESTS, VISITORS, INVITEES, MEMBERS, MANAGERS, ANY OTHER OWNERS OF ANY FACILITY WHERE RELEVANT EQUINE ACTIVITIES ARE CONDUCTED, AND ALL OTHERS ACTING ON THEIR BEHALF, REGARDLESS OF WHETHER MY PRESENCE ON SUCH REAL PROPERTY IS RELATED TO HORSES OR EQUINE ACTIVITIES, AND ANY SUCCESSORS AND ASSIGNS OF ANY OF THE AFOREMENTIONED ENTITIES OR INDIVIDUALS (ALL COLLECTIVELY THE “OPERATORS” AND EACH AN “OPERATOR”) FROM ANY AND ALL INJURIES, LOSSES, LIABILITIES, CAUSES OF ACTION, SUITS, CLAIMS, AND DAMAGES (INCLUDING ATTORNEY’S FEES AND COSTS) RELATED TO MY PARTICIPATION IN THE EQUINE ACTIVITIES OR MY PRESENCE IN OR ABOUT A FACILITY (AND PARTICIPATION OR PRESENCE IN OR ABOUT A FACILITY BY MY CHILD OR ANY MINOR OVER WHOM I HAVE SUPERVISORY CUSTODY OR GUARDIANSHIP); INCLUDING, WITHOUT LIMITATION, ALL LIABILITY AND CLAIMS FOR PROPERTY DAMAGE, PERSONAL INJURIES OR WRONGFUL DEATH, EVEN THOUGH SUCH INJURY, LOSS OR DAMAGE RESULTS FROM THE NEGLIGENCE OR GROSS NEGLIGENCE OF AN OPERATOR. THIS RELEASE IS BINDING ON MY HEIRS, SUCCESSORS, ASSIGNS AND AGENTS. IF I SEE OR HEAR ANYTHING I FEEL IS QUESTIONABLE OR DANGEROUS, IT IS MY RESPONSIBILITY TO ASK OR INFORM JHH EMPLOYEES AND AVOID ANY SITUATION I BELIEVE IS DANGEROUS UNTIL THE CONDITION IS CORRECTED OR MY QUESTION IS SATISFACTORILY ANSWERED.
4. **No Warranty.** I understand that Operators do not make any guarantee, representation or warranty, express or implied, as to the quality of workmanship, materials, fitness, safety, efficiency, or condition of any Facility or other equipment to be used for the Equine Activities. The Operators hereby disclaim any such guarantee, representation, or warranty.
5. **Indemnification.** I HEREBY AGREE THAT I WILL NOT SUE ANY OPERATOR WITH REGARD TO, AND I WILL INDEMNIFY AND HOLD THE OPERATORS HARMLESS FROM, ANY AND ALL LIABILITIES, SUITS, CLAIMS, ACTIONS, DEMANDS, LOSSES AND COSTS OF ANY NATURE WHATSOEVER (INCLUDING ATTORNEY’S FEES AND COSTS), ON ANY LEGAL THEORY, ARISING OUT OF OR IN ANY WAY RELATING TO MY PARTICIPATION IN ANY OF THE EQUINE ACTIVITIES AND MY USE OF THE FACILITIES (OR THE PARTICIPATION OR USE OF MY CHILD OR ANY MINOR OVER WHOM I HAVE SUPERVISORY CUSTODY OR GUARDIANSHIP), EVEN THOUGH SUCH INJURY, LOSS OR DAMAGE RESULTS FROM THE NEGLIGENCE OR GROSS NEGLIGENCE OF ONE OR MORE OPERATORS. THIS INDEMNIFICATION PROVISION IS BINDING ON MY HEIRS, SUCCESSORS, ASSIGNS AND AGENTS. IF, DESPITE THIS AGREEMENT, ANYONE ON MY BEHALF (INCLUDING MY SPOUSE AND HEIRS, MAKES A CLAIM AGAINST ANY OF THE OPERATORS, I AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE OPERATORS AND EACH OF THEM FROM ANY LITIGATION EXPENSES, ATTORNEY’S FEES, LOSS, LIABILITY, DAMAGE, OR COST THEY MAY INCUR DUE TO THE CLAIM MADE AGAINST ANY OF THE OPERATORS.
6. **Emergency Medical Treatment.** I authorize Operators to seek emergency medical treatment in connection with my participation in the Equine Activities and acknowledge and agree that no Operator assumes any responsibility for and is hereby released from any liabilities, costs, damages or other claims relating to any injury or damage which may arise out of

or in connection with emergency medical treatment, inadequate or ineffective medical treatment or rescue efforts or the lack of medical treatment or rescue efforts.

7. **Governing Law:** This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina without regard to conflict of laws principles. All disputes relating to the interpretation and enforcement of this Agreement shall be resolved exclusively by the state courts located in Union County, North Carolina. I hereby submit to the exclusive jurisdiction and venue of such courts for such purpose. I agree that any and all claims and/or causes of action not waived by this Agreement brought by me against the Released Parties must be brought within one (1) year of the date accrued.
8. **Participant Certification:** I, the undersigned, recognize the dangers inherent in the Equine Activities. I am assuming the hazard of this risk upon myself since I wish to participate. I realize I am subject to injury from any of the Equine Activities and that no form of preplanning can remove all of the danger to which I am exposing myself (or minor children under my supervision). I have read this Agreement, understand its terms, understand that I have given up substantial rights on behalf of myself by signing it, and have signed it freely and without any inducement or assurance of any nature, and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law.
9. **Severability.** I also agree that if any portion of this Agreement is held to be invalid, illegal, or unenforceable, that portion of this Agreement shall be deemed separate, distinct and independent, and the remainder of this Agreement shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law or equity.

I certify that I am at least 18 years of age and that no other representations have been made to me that change, alter, or modify anything within this Agreement.

Participant

Signature: _____

Printed Name: _____

Date: _____