



6921 Wildlife Trail, Raleigh

2022 Horseback Riding Camp Registration
Complete and return to: Carla Carlough, Camp Director
 DBF Office: 1215 Kintail Dr., Raleigh, NC 27613
 Phone: 919-596-8975, Fax: 919-752-4422
 Email: ride@deadbrokefarm.com
 Website: deadbrokefarm.com

Camper's Name (print) _____ Gender: (M / F) Age at Camp: _____

2nd Camper's Name (print) _____ Gender: (M / F) Age at Camp: _____

3rd Camper's Name (print) _____ Gender: (M / F) Age at Camp: _____

4th Camper's Name (print) _____ Gender: (M / F) Age at Camp: _____

Person responsible for payment: _____ Relationship: _____

Home Phone: _____ Cell: _____ email: _____

Mother's Name: _____ Occupation: _____ Work # _____

Father's Name: _____ Occupation: _____ Work # _____

Emergency Contact (other than parents): Name _____ Phone # _____

Camper's School: _____ Present Grade: _____

Is your child emotionally, behaviorally, or physically challenged? ___ No ___ Yes (Explain) _____

Spring Break	June	July	August	Daily Dates
___ Mar 28-Apr 1	___ May 30-Jun 3	___ Jul 4-8	___ Aug 1-5	Mar _____
___ Apr 4-8	___ Jun 6-10	___ Jul 11-15	___ Aug 8-12	May _____
___ Apr 11-15	___ Jun 13-17	___ Jul 18-22	___ Aug 15-19	Jun _____
___ Apr 18-22	___ Jun 20-24	___ Jul 25-29	___ Aug 22-26	Jul _____
___ Apr 25-Apr 29	___ Jun 27-Jul 1			Aug _____

Full Day Camp Fees

___ # of Weeks Attending x ___ # of children x \$500/week = _____
 If registering by March 31st, deduct \$25/child = - _____
 If repeat camper, deduct \$25/week per child = - _____
 If registering more than 1 child, deduct \$25/child/week for each child after the 1st = - _____
Total Full Day Cost = _____

Half Day Camp Fees

___ # of Weeks Attending x ___ # of children x \$400/week = _____
 If registering by March 31st, deduct \$10/child = - _____
 If repeat camper, deduct \$10/week per child = - _____
 If registering more than 1 child, deduct \$10/child/week for each child after the 1st = - _____
Total Half Day Cost..... = _____

A \$100/week per child nonrefundable deposit is due at time of registration (even if taking advantage of discounts: early registration, sibling/friend, or repeat camper). The balance is due the first day of camp.

Daily Session Fees

___ # of Full-day Sessions x ___ # of children x \$125/day= _____

If registering more than 1 child, deduct \$5/child for each child after the first.....= - _____

___ # of Half-day Sessions x ___ # of children x \$100/day (no discounts).....= _____

Total Daily Cost= _____

Daily sessions don't submit a discount. You simply prepay tuition based upon the daily rate.

- In the event of an emergency in which the parent cannot be contacted, the parent(s) agree to allow the staff members of Dead Broke Farm (DBF) to take appropriate action in the best interest of the child.
- I permit DBF to use pictures of my child as a camp participant in promotional literature, promotional videos, and the DBF website, which are published and used by DBF. I understand that my child's photo or likeness may appear in news media. I understand that my child's name will not be published or broadcast without the parent(s) written consent.
- All children must wear a helmet when riding, handling, and/or being near horses. Helmets are provided by DBF, but children may bring their own provided that they are SEI certified ASTM helmets. (If your child's helmet is, it will be indicated on the inside of the helmet).
- I understand that DBF assumes no responsibility for injuries or illnesses, which my child may sustain as a result of his/her physical condition or resulting from his/her participation in camp activities. In consideration of the privilege of participating at camp, I hereby voluntarily release and discharge DBF, its agents, contract services, servants, and employees from any and all claims for injury, illness, death, loss or damage which my child may suffer as a result of his/her participation in camp activities.
- Participants are responsible for their own accident insurance when participating in activities offered by DBF.
- I understand that while DBF will make every attempt to provide reasonable accommodations for every applicant, the DBF reserves the right to decline the application of, or send home, any child who according to the Director's discretion is detrimental to the general welfare of camp and other campers. I understand that in such a situation, tuition is nonrefundable.
- I understand that non-attendance does not entitle me to a refund or makeup day. I understand that no refunds or adjustments are granted for illness, vacation, or weather. Deposits are nonrefundable. Tuition is nonrefundable if you withdraw your child from camp once the camp week has begun.
- I understand that DBF is not responsible for any personal items lost or stolen at our camp.
- DBF does not normally administer any medication and will only do so when requested in writing by the child's parent or guardian.
- Children may be dropped off between the hours of 7:45am and 9am and may be picked up between the hours of 5pm and 6pm if attending full day and between 1:30pm and 2pm if attending half day.

Signature of Parent/Guardian _____ **Date** _____

How did you learn about Dead Broke Farm Horse Camp? ___ Web ___ Friend/Relative ___ Facebook
___ Brochure ___ Carolina Parent ___ Other _____

What prompted your final decision to choose Dead Broke Farm?
___ Farm Visit ___ Staff ___ Referral/Testimonial ___ Other _____

Payment Method for \$100 Deposit/Child per Week

___ Paypal ___ Check Enclosed ___ Mastercard ___ Visa ___ Discover

Credit Card # _____ Exp Date ____/____ 3-digit code _____

Signature _____ Card Billing Zip Code _____

Horseback Riding Liability Release & Acceptance of Terms & Conditions

STABLE NAME: Dead Broke Farm, LLC, hereinafter known as "DBF"
 6921 Wildlife Trail
 Raleigh, NC 27613

- A. **REGISTRATION OF PARTICIPANT AND AGREEMENT PURPOSE** I, the following listed individual, and the parents or legal guardians thereof if a minor, do hereby voluntarily agree to participate in horse rental services and / or equestrian services and / or guide and outfitter services provided by DBF.

PARTICIPANT NAME (Please Print Name)	AGE (If under 18)	Weight Over 200 lbs?	HORSE RIDING EXPERIENCE (Check one that applies)
1.	2. Age _____ 3. Date of Birth _____	4. _____ YES 5. _____ NO	5. _____ BEGINNER (under 25 hours) _____ OVER 25 HOURS
6. Does participant have any physical or mental condition(s), which may affect his / her ability to ride a horse? YES NO (Circle One)			
7. If you circled "YES", how can we help this participant with his / her special needs?			
8. MEDICAL INSURANCE I / WE AGREE THAT: Should medical treatment be required, I and / or my medical insurance shall pay for ALL such incurred expenses.			
My medical insurance company is _____ My policy number is _____ I don't <input type="checkbox"/> have medical insurance.			

- B. **AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS** This agreement shall be legally binding upon me the registered participant, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the state and county of DBF'S physical location. This agreement is intended to be valid and binding at all times now and in the future when DBF permits me (directly or indirectly) to enter DBF'S property, be on DBF'S property, be near any horse, receive instruction or guidance from its associates and / or when I ride and / or am near horses on or off of DBF'S property. Any disputes by the participant shall be litigated in, and venue shall be the county in which DBF is physically located. This agreement is intended to be as broad and inclusive as the law permits. If any clause, phrase, or work conflicts with state law, then that single part is null and void. The terms "HORSE" AND "EQUINE" herein shall refer to all equine species. The terms "I", "WE", "ME", "MY" shall herein refer to the above registered participant and the parents or legal guardians thereof if a minor.
- C. **INHERENT RISKS / ASSUMPTION OF RISK** I / WE ACKNOWLEDGE THAT: Horseback riding is classified as RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY and that risks, conditions, and dangers are inherent in (meaning an integral part of) horse / equine / animal activities, regardless of all feasible safety measures which can be taken, and I agree to assume them. The inherent risks include, but are not limited to any of the following: The propensity of an animal to behave in ways that may result in injury, harm, death, or loss to persons on or around the animal; The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; Hazards, including, but not limited to, surface or subsurface conditions; A collision, encounter and / or confrontation with another equine, another animal, a person, or an object; The potential of an equine activity participant to act in a negligent manner that may contribute to injury, harm, death, or loss to the participant or to other persons, including but not limited to, failing to maintain control over an equine and / or failing to act within the ability of the participant. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from horse to ground it will generally be at a distance of from 3 1/2 to 5 1/2 feet, and the impact may result in harm to the rider. Horseback riding is an activity in which one much smaller, weaker predator animal (the human) tries to impose its will on, and become one unit of movement with, another much larger, stronger prey animal that has a mind of its own (the horse) and each has a limited understanding of the other. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to,; Stopping short; Spinning around; Changing directions and / or speed at will; Shifting its weight; Bucking; Rearing; Kicking; Biting; and / or Running from danger. I also acknowledge that these are just some of the risks and I agree to assume other not mentioned above. I am not relying on DBF to list all possible risks for me.
- D. **WILDERNESS EXPERIENCE PARTICIPATION, CONDITIONS OF NATURE WARNING, UNFAMILIAR AND SUDDEN SIGHTS, SOUNDS AND MOVEMENTS WARNING, AND INSPECTION OF PREMISES** I / WE ACKNOWLEDGE THAT: The participant may be taking part in a "WILDERNESS EXPERIENCE" that may be hazardous to people. I / WE ACKNOWLEDGE THAT The meaning of "WILDERNESS EXPERIENCE" is defined as the pursuit of activity in a natural and / or wild and / or rugged and / or uncultivated area or region, as of forest and / or hills and / or mountains and / or plains and / or wetlands, which would likely be uninhabited by people and inhabited by wild animals of many types and species to include, but not limited to, mammals, reptiles, and insects, which are not tame, may be savage and unpredictable in nature and also wandering at their will. I / WE ACKNOWLEDGE THAT: DBF is NOT responsible for total or partial acts, occurrences, or elements of nature and / or sudden and / or unfamiliar sights, sounds and / or sudden movements that can scare a horse, cause it to fall, or react in some other unsafe way. **SOME EXAMPLES ARE:** Thunder, lightning, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, or fly near, or bite or sting a horse or person; and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape. I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on DBF to list all possible conditions for me. **The participant and parent or legal guardian have inspected DBF'S facilities and are satisfied that all premise conditions are reasonably safe for this participant's intended purpose, usage and presence upon DBF'S premises.**
- E. **CARRY-ON OBJECTS WARNING AND SHARP, LOUD NOISES WARNING** I / WE ACKNOWLEDGE THAT: When approaching, mounting and riding horses, I must not carry loose items that may fall or blow away or flap in the wind or bounce or make sharp or loud noises, the action of which may scare horses causing them to react in unsafe ways. **SOME EXAMPLES ARE:** Cameras, cell phones, hats not securely fastened under chin, toys, purses. When near or riding a horse, participants must not make sharp or loud noises, such as whistling or screaming or yelling, the sound of which may scare horses causing them to react in unsafe ways.
- F. **SADDLE GIRTH LOOSENING WARNING** I / WE ACKNOWLEDGE THAT: Saddle girths (fastener straps around the horse's belly) may loosen during riding. Riders must alert the nearest attendant of any girth looseness so action can be taken to avoid saddle slippage and the potential for the rider to fall from the horse.

- G. **PROTECTIVE HEADGEAR / HELMET WARNING AND OFFERING: I / WE AGREE THAT:** I for myself and on behalf of my child and / or legal ward have been fully warned and advised by DBF that protective headgear / helmet, which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet, should be worn while riding, handling, and / or being near horses, and I understand that the wearing of such headgear / helmet at these times may reduce the severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as the result of a fall and other occurrences. **I / WE ACKNOWLEDGE THAT:** DBF has offered me, and my child and / or legal ward if applicable, protective headgear / helmet that meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet. **I / WE ACKNOWLEDGE THAT:** Once provided, if I choose to wear the protective headgear / helmet offered that I / WE will be responsible for properly securing the headgear / helmet on the participant's head at all times. **I am not relying on DBF and / or its associates to check any headgear / helmet or headgear / helmet strap that I may wear, or to monitor my compliance with this suggestion at any time nor or in the future.**
- H. **DBF'S PROTECTIVE HEADGEAR / HELMET POLICY:** I understand and agree that DBF requires riders to wear ASTM Standard F 1163 Protective Headgear / Helmet according to the following requirements.

<u>Rider Age</u>	<u>Protective Headgear / Helmet Requirement</u>
5 Yrs and Younger	For their Safety, children 5 years old and younger may not ride alone when participating in horse rental & trail riding equestrian services.
6 Yrs through 17 Yrs	Must wear the protective headgear / helmet.
18 Yrs and Older	Must choose to wear or not wear the protective headgear / helmet by checking the acceptance or refusal box that follows.

I. PROTECTIVE HEADGEAR / HELMET ACCEPTANCE OR REFUSAL SELECTION FOR RIDERS 18 YEARS AND OLDER

✓ **Check your choice:**

- PROTECTIVE HEADGEAR / HELMET ACCEPTANCE:** I / WE request for this participant to wear protective headgear / helmet which DBF provides, and I / WE will be solely responsible for securing the headgear / helmet on the participant's head.
- PROTECTIVE HEADGEAR / HELMET REFUSAL:** I / WE refuse for this participant to wear any type of protective headgear / helmet and / or will provide MY / OUR own. I / WE assume full responsibility for MY / OUR safety in this decision.

- J. **LIABILITY RELEASE I / WE AGREE THAT:** In consideration of DBF allowing my participation in this activity, under the terms set forth herein, I for myself and on behalf of my child and / or legal ward, heirs, administrators, personal representatives or assigns, do agree to release, hold harmless, and discharge DBF, its owners, agents, employees, officers, directors, representatives, assigns, members, owners of the premises and trails, affiliated organizations, and Insurers, and others acting on their behalf (hereinafter, collectively referred to as "Associates"), of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to DBF'S ordinary negligence and / or willful and / or wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against DBF and ITS ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury and / or death and / or property damage, sustained by me and / or my minor child or legal ward in relation to the premises and operations of DBF, to include while riding, handling, or otherwise being near horses owned by me or owned by DBF, or in the care, custody or control of DBF, whether on or off the premises of DBF, but not limited to being on DBF'S premises.
- K. **EQUINE ACTIVITY LIABILITY ACT [EALA] WARNING OR LANGUAGE:** 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 acknowledge that I have reviewed this state's EQUINE ACTIVITY LIABILITY ACT WARNING OR LANGUAGE.
- L. **OTHER TERMS & CONDITIONS: I / WE ACKNOWLEDGE AND ACCEPT THAT:** No refunds will be given for any reason under any circumstances.
- M. **Participants, Parents, or Legal Guardians must sign below after reading and completing this entire document.**

SIGNER STATEMENT OF AWARENESS

I / WE, THE UNDERSIGNED, REPRESENT THAT I / WE HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, LIABILITY RELEASE AND ACCEPTANCE OF DBF'S TERMS AND CONDITIONS. I / WE UNDERSTAND THAT BY SIGNING THIS DOCUMENT I / WE AM GIVING UP RIGHTS TO SUE TODAY AND IN THE FUTURE. I / WE ATTEST THAT ALL FACTS ARE TRUE AND ACCURATE. I AM SIGNING THIS WHILE OF SOUND MIND AND NOT SUFFERING FROM SHOCK, OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS OR INTOXICANTS.

SIGNATURE OF PARTICIPANT (Spouses must sign for themselves.)

DATE

SIGNATURE OF PARENT OR GUARDIAN

DATE

Address in Full _____ Mobile # _____ Other # _____

_____ E-mail _____

PERSON TO CONTACT IN CASE OF EMERGENCY

RELATIONSHIP TO PARTICIPANT

() _____
PHONE NUMBER

CAMP RELEASE OF LIABILITY

Express Assumption of Risk Associated with Recreational Activities

I, _____ do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with the recreational activity generally described as summer camp, including the rental of equipment and transportation associated therewith in which I am about to engage. **Inherent hazards and risks include but are not limited to:**

1. Risk of injury from the activity and equipment utilized is significant including the potential for permanent disability and death.
2. Possible equipment failure and/or malfunction of my own or others' equipment.
3. This activity takes place outdoors and therefore includes risks associated with exposure to elements, excessive heat, hypothermia, impact of the body upon the water, injection of water into my body orifices, encountering objects either natural or man-made, exposure to animals with the attendant risk of kicking, biting, shying away, running off or otherwise moving in an unanticipated manner causing injury and/or death.
4. My own negligence and/or the negligence of others, including but not limited to operator error and guide decision making including misjudging terrain, weather, trails, or route location.
5. Attack by or encounter with insects, reptiles, and/or animals.
6. Accidents or illness occurring in remote places where there are no available medical facilities.
7. Fatigue, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.

***I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death.**

Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration for being permitted to participate in the activity (ies) described above and related activities, I hereby agree, acknowledge and appreciate that:

1. **I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH,** or loss or damage to person or property, **WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE,** Dead Broke Farm, herein referred to as releasees.
2. To release the releasees, their officers, directors, employees, representatives, agents, and volunteers, and vessels from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the above activities.
3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this Agreement.

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

FOR PARTICIPANTS OF MINORITY AGE: This is to certify that I, as Parent, Guardian, Temporary Guardian with legal responsibility for this participant, do consent and agree not only to his/her release of all Releasees, but also to release and indemnify the Releasees from any and all liabilities incident to his/her involvement in these programs for myself, my heirs, assigns, and next of kin.

Signature of Parent or adult legal Guardian

Date

Name of Minor (Print)