

BILTMORE[®]

Equestrian Center

NAME(S): _____

ADDRESS: _____ CITY, ST, ZIP _____

Email: _____ PHONE: _____

EMERGENCY CONTACT: _____ PHONE: _____

Assumption of Risk and Release

In consideration of receiving permission from Biltmore Equestrian Activities, LLC, and its management agent, the Biltmore Company, d/b/a Biltmore Equestrian Center ("Biltmore") to participate in or observe horseback riding lessons or other equine activities, farm animal activities, and agritourism activities (the "Activities") and in further consideration of receiving permission to enter upon the premises of Biltmore or other premises upon which Biltmore's riding lessons may be conducted, the undersigned on his or her own behalf and as parent and/or guardian acting on behalf of any minor listed below hereby forever releases, acquits, dischargers and agrees to hold harmless Biltmore, Biltmore Farms, LLC (which permits certain Biltmore trail rides on its property), and their respective related companies, shareholders, directors, officers, employees and agents, any owners of horses located on the premises on which the equine activities occur, of and from any and all liabilities, claims, loss, damage, illness, injury, or death that may be sustained by any or each of the undersigned while in on or upon the premises of Biltmore or Biltmore Farms, LLC, while participating in or observing the riding lessons or other equine activities.

The undersigned acknowledges that there are certain risks inherent in participation in equine activities including (i) the propensity of an equine to behave in dangerous ways that may result in injury to the participant: (ii) the inability to predict an equine's reaction to sound, movements, objects, persons, or animals: (iii) the possibility of equipment failure and (iv) hazards of surface or subsurface conditions, and notwithstanding these risks, the undersigned desires to engage in or observe equine activities at Biltmore and assumes any risk of loss or injury arising from such activity, even loss or injury resulting from the negligence of Biltmore other than gross negligence or wanton or willful misconduct.

The undersigned hereby acknowledges that the undersigned has read the above and executes this Assumption of Risk and Release voluntarily.

By:

Participant Signature/ or Signature of Parent or Guardian of person under 18

Print Name of Signer and of any Person under 18 for whom the Signer is Acting

Date

One Biltmore Estate Dr. ▪ Asheville, North Carolina 28803 ▪ 828-225-1454 ▪ Fax 828-277-4486

www.biltmore.com