

## PLEASE NOTE NEW MEMBERSHIP FORMS

**Riding on Private Property as a FETA Member is a privilege, not a right.** Protecting our generous Landowners is our highest priority. We have made some changes to this year's membership forms to clarify your obligations as a FETA Member and clear up some questions which have arisen in the past. Here are a few points to remember:

- **Competence Required.** Horses and trails are dangerous. Novice people and horses need a controlled environment to learn. Use common sense. Experience will make everyone better, but going out on trails without some basic competency is irresponsible. If you, your horse, child or guest is not competent to independently handle the risks of being in "the wild", stay on your own property for the safety and consideration of everyone else.
- **Children.** We know it can be inconvenient, but our lawyers' advise that we must have the written permission of ALL parents or guardians, or the other one can sue! Be sure to get all the signatures needed.
- **Helmet Requirement.** **Helmet use is NOT optional: you must wear a helmet at all times.** We recommend an SEI certified helmet, properly fitted and secured. There are many other ways to enhance your safety as well, e.g., wearing shoes with heels to keep your foot from sliding thru the stirrup, safety stirrups, reflective clothing so you will be seen in dark conditions, and wearing a protective vest.
- **Follow the Rules when Riding and Driving.** If you are riding or driving, and want to remain a member of FETA, **you must follow the FETA Rules. Do not ask for "special permission"** just for you. That is what the landowners expect, and the only way we can administer the FETA system. If you are riding or driving as a landowner's personal, accompanied guest, you can do what they allow and you are their responsibility. But if not, you need to honor your commitments and follow the FETA rules.
- **Limited Use Permitted.** As a FETA Member, **you ONLY have permission to ride astride or drive, when the trails are open, during daylight hours and in compliance with the FETA Rules.** Nothing else. FETA does not have permission from landowners for any other use. The trails are on private property, and if you want to use them for anything else (for example, to walk or walk your dog), you need to contact the Landowner personally for permission. Friends, neighbors and other people have received permission to use the trails for other purposes. So please don't accost or otherwise disturb anyone using the trails or you are likely to have an unpleasant chat with an irate landowner.
- **Guests.** FETA guest privileges are intended to deal with occasional, usually out-of-town company. It is not a substitute for membership. Local people eligible to join FETA cannot be a guest of any FETA member more than once a month. Employees, trainers, boarders and other "regular" users must be FETA Members.
- **Trail Maintenance.** The Release Agreement covers your volunteer trail maintenance.
- **Liability for Guests\*.** First, you MUST explain the risks of trail riding, review the provisions of the Guest Release, have it signed, and return it BEFORE you ride. If you don't, you can lose your FETA membership. Second, you have the legal responsibility to your invited guests not to be "negligent". Among the many things required to not be "negligent" is to exercise "due care and regard for their safety", and a lot is involved with that. (For example, is your guest able to trail ride safely given the risks and conditions and their level of experience? If you are providing the horse, is it appropriate for the guest's skill level and did you disclose all history of prior "bad" behavior? Does the tack and equipment you provide fit properly and is it in good condition so it does not break or malfunction? Are there any physical handicaps or medical issues affecting ability to ride safely?) The Equine Activity Statute only protects accidents caused by the inherent risks specified in the statute (assuming you have followed all the requirements of the statute exactly), not your "negligence". Finally, **you have agreed to indemnify the landowner and FETA in the event your guest brings a suit or claim for anything.** That is a big liability, but they are your guest, not FETA's or the landowners, so any consequences of bringing them on the trails are your responsibility. FETA's Guest Release Agreement does not protect you from suit by your personal guest, or his insurance company, so you will need your own adequate release and a large umbrella liability policy. (\* Note that this is not intended to be personal legal advice and you should consult your attorney for the specifics of your personal situation.)

Preventing accidents and protecting our landowners is the most important thing we can do to preserve this amazing, historic trail system for the future. Personal responsibility of each Member is the key. So Ride Safe and Ride Smart!

# Foothills Equestrian Trails Association

2011 – 2012 Membership Application  
Membership year runs from 5/1/2011 – 4/30/2012

**PRINT CLEARLY AND FILL OUT COMPLETELY – even if you are renewing**

Name of each Member	Saddle Tag Needed?		Full Address		
	Y	N			
			Street		
			City	State	Zip
			Telephone		
			Emergency Phone		
			E Mail		

Horses boarded at:

Towing vehicle license plate #

Trailer license plate #

2<sup>nd</sup> Towing vehicle license plate #

2<sup>nd</sup> Trailer license plate #

## MEMBERSHIP DUES

**FETA Trail Host:** Must host and maintain a recognized FETA trail on your land.

\_\_\_ \$95 Riding Individual

\_\_\_ \$120 Riding Family\*      Trail Name \_\_\_\_\_

\*Family members must live at the same address. Employees/trainers not eligible.

### **Other Members:**

\_\_\_ \$130 Riding Individual (after 10/1/2011 - \$95)

\_\_\_ \$195 Riding Family\* (after 10/1/2011 - \$145)

\*Family members must live at the same address. Employees/trainers not eligible.

\_\_\_ \$45 Junior Individual Member: (under 18, with parents' consent and signature)

\_\_\_ \$25 Non-Riding Supporting: (receives newsletter, attends annual meeting)

\_\_\_ Donation toward continued trail expansion/repairs

**Mail this completed Application no later than June 30, 2011, including:**

- Check for Membership Dues made out to FETA
- Optional donation for continued trail expansion and repairs
- Copy of your current negative Coggins for each horse ridden on the trails
- Signed FETA Rules (signed by each rider and both parents of minors)
- Signed FETA Release (signed by each rider and both parents of minors)
- Late fee of \$50.00 if postmarked past July 1, 2011 (renewing members only)

**Mail To: FETA, PO Box 1453, Columbus, NC 28722**

ALL Riding Members sign, then return to FETA  
**FETA MEMBERSHIP RULES AGREEMENT**

FETA trails are located on private property ("Property"). FETA has secured permission for its Members to use the Property, but such use is a privilege not a right, conditioned on compliance with this FETA Rules Agreement.

I hereby agree to abide by the following FETA Rules as conditions of FETA Membership and use of the Property:

1. **PERMITTED TRAIL USAGE:** Permission to use the Property is ONLY for mounted riding or carriage driving by FETA Members and authorized guests during daylight hours when the trails are open in compliance with these FETA Rules. No use is permitted when the trails are closed, and Members are responsible to call 828-894-0496 or check the website ([www.fetatrails.org](http://www.fetatrails.org)) for trail status. All Members and guests, including minor children, must be competent to independently control their horse under trail conditions. Trail use by minors must be supervised by their parents. Members must sign a Release Agreement (including signatures of all parents/guardians of a minor child) and provide a current Coggins test for every horse used.
2. **HELMETS.** All users MUST wear a safety helmet while on the Property. An SEI Certified ASTM Standard F 1163 Equestrian Helmet, properly fitted and worn, is recommended as providing the greatest protection from head injuries, including death.
3. **BEHAVIOR:** Practice safe horsemanship. Treat others with respect and consideration. Walk (left to left) when approaching other riders or others on the trail, and on poor footing. Ride/drive slowly and be as quiet as possible near residences, stables or pastures with animals. Stay on marked trails and the edge of open fields. Obey the posted signs. Leave gates as you found them. Do not eat, drink alcoholic beverages, litter, smoke, or ride/drive with dogs or other animals, including un-mounted horses. No more than 6 riders may ride together. Do not ride/drive on unmarked trails or in unauthorized places.
4. **LANDOWNERS:** Be courteous and appreciative to Landowners, and do not disturb them or their animals. Do not request a waiver of FETA rules from a Landowner. Do not use anything belonging to a Landowner, including rings, jumps, picnic tables, ponds/lakes or boats. Do not pick their fruit, flowers or produce. Landowners or their relatives, employees, guests or animals may be using their trails. DO NOT accost anyone regarding their use of the trails. Report problems to FETA. Landowners reserve the right to refuse permission to use their trails at any time for any reason.
5. **GUESTS:** Members must obtain a properly executed Guest Release Agreement and return it to FETA by mail or place it in the parking lot mailboxes PRIOR to trail use. Members may only bring personal guests who have not directly or indirectly paid for their recreational use. No commercial use of any type is permitted. Members are legally responsible for their guest(s), including any liability or damages resulting from any accident, injury, loss or damage, including death. Local residents may only ride once per month as any member's guest. Employees and trainers who use the Property more than once per month in total must have their own FETA membership. Members must accompany their guests at all times, and are responsible for their compliance with the Rules. A Guest must carry a guest tag and Current Coggins test.
6. **TAGS & DECALS:** Always display your FETA tag, placing it on the LEFT side of your saddle or bridle. Show your tag upon request of a Landowner, FETA steward or other FETA member. Always display the FETA decal on the driver's side of your rear window or the lower corner of the driver's side front window of your towing vehicle - not on your trailer. Guests should place a guest parking tag on the dash of their towing vehicle. Vehicles without decals or guest parking tags may be towed.
7. **BOARDERS:** Boarding stable operators are responsible for ensuring that boarders using the trails join FETA as riding members. The FETA membership of an out of area rider expires when their horse is no longer boarded in the FETA area
8. **VIOLATIONS.** Violations of this FETA Rules Agreement may result in a warning, suspension or termination of FETA membership, at the sole discretion of the FETA Board of Directors.

**I AGREE TO THESE RULES AND WITH THE DECISION OF THE  
BOARD OF DIRECTORS REGARDING THE STATUS OF MY FETA MEMBERSHIP.**

**(Please include all Riding Members in Family, Including Minors)**

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Questions? Call or email Birdie Axelrod, 828-894-5774, [information@FETAtrails.org](mailto:information@FETAtrails.org)

ALL Riding Members, and ALL parents/guardians of minors MUST sign and return this form to FETA.

## FETA RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT, NOTICE OF HELMET REQUIREMENT AND APPLICABLE LAWS

**Read this Release Agreement carefully before signing.  
Equestrian Recreation as a FETA Member is at your own risk.**

It is EXTREMELY DANGEROUS to trail ride and drive, transport equines or participate in any recreational activities involving equines, mounted, un-mounted or as a spectator, and to repair and maintain equestrian trails ("Equestrian Recreation").

It is my/my child's choice to join Foothills Equestrian Trails Association ("FETA"), a North Carolina not-for-profit organization dedicated to preserving equestrian trails, and to participate in Equestrian Recreation for my/our personal benefit and enjoyment. By signing this Release Agreement, I /my child accept all risks of participating in Equestrian Recreation as a FETA Member, and release and indemnify FETA and others from any and all liability for accident or injury, including death.

In exchange for permission to use private property (the "Property") for Equestrian Recreation, I/my child hereby acknowledge and agree that:

1. PROTECTED PARTIES ARE NOT RESPONSIBLE. FETA Members and guests use the Property for personal benefit and enjoyment. Neither (i) landowners (including lease or easement holders), (ii) FETA (including its board, officers, members, employees, contractors, agents and volunteers), nor (iii) anyone assisting in the event of an accident, (the "Protected Party/ies") is willing to accept any legal responsibility or liability for the welfare, safety or behavior of any Member or guest while engaging in Equestrian Recreation. I/my child/guest fully understand and agree that (i) our Equestrian Recreation on the Property is completely at our own control and risk; (ii) my/our use of the Property and FETA Membership constitutes consideration for this Release Agreement, and (iii) I/we have had adequate time to review and understand the release of liability, assumption of risk, waiver of rights, creation of legal obligations, and other provisions of this Release Agreement.
2. EQUESTRIAN RECREATION IS DANGEROUS. Equestrian Recreation is dangerous, and involves substantial inherent and other risks, including, without limitation: (i) The possibility of an equine behaving in dangerous ways which may result in injury, harm, or death to persons on or around them; the unpredictability of an equine's reaction to such things as sound, sudden movement, unfamiliar objects, persons or other animals; equines acting in dangerous ways (e.g. bucking, rearing, kicking and "spooking") which may be difficult to control; (ii) Natural and man-made conditions and situations causing accident or injury (e.g. the presence of other equines and or livestock, wild animals, hikers, resident or roaming dogs, bicyclists, joggers, hunters, use of equipment, tools, machinery and vehicles, persons acting negligently or unlawfully, and inadequate or negligent emergency medical care); (iii) Dangerous trail conditions caused by weather, water, waterways, soil and subsurface conditions, trees, vegetation, and other natural or man-made causes, including neglect or negligent maintenance and repair; and (iv) remote, inaccessible Property, difficult to find or lacking cellular telephone or emergency rescue services; and all other hazards, situations and conditions causing accidents and injuries. I understand that Equestrian Recreation is dangerous, agree that no Protected Party is responsible for my/our safety and assume ALL risks, foreseeable and unforeseeable, which I/we may encounter on the Property. I have explained these risks to my child/guest, who understand and accept these risks.
3. SKILL, EXPERIENCE AND PHYSICAL ABILITY REQUIRED. Safe participation in Equestrian Recreation requires personal skill, experience and competence. Accident, injury, death, loss or damage may result from rider or equine inexperience, lack of skill or knowledge, physical conditions or limitations, or other factors. I/my child/ guest are competent to independently engage in Equestrian Recreation, will not depend on the skill and experience of others when using the Property, and have no physical conditions or limitations which could adversely affect my/our safe participation in Equestrian Recreation.
4. SAFETY HELMETS AND EQUIPMENT. Safety Helmets are required at all times while on the Property. Properly fitted and secured helmets that meet or exceed the quality standards of the SEI Certified ASTM Standard F 1163 Equestrian Helmet are strongly recommended. Wearing a certified helmet may reduce the severity of some head injuries and possibly prevent death. Using shoes/boots with heels, protective vests, reflective clothing and other safety equipment is strongly recommended. I/my child/guest will wear a safety helmet on the Property. I/we take full responsibility for the choice and proper use of protective helmets and other recommended safety equipment.
5. PARENTS ARE RESPONSIBLE FOR CHILDREN. The equestrian trails on the Property are not an attractive nuisance and parents are solely responsible for supervising Equestrian Recreation of minor children. I will not permit my child to participate in Equestrian Recreation or use the Property without such skill, experience and supervision as I deem necessary for his/her safety. I am responsible for any accident or injury to him/her unless caused solely and exclusively by the personal gross negligence or intentional misconduct of the Protected Party.

6. MEMBERS ARE RESPONSIBLE FOR GUESTS. Members may bring Guests on the Property in compliance with the FETA Rules Agreement. Members are responsible for Guests' safety and behavior and must accompany them at all times. Members are responsible for obtaining a properly executed Guest Release Agreement after explaining the risks assumed in Equestrian Recreation on the Property and giving the guest an opportunity to read and understand that agreement, and must return it to FETA prior to using the Property. I agree to assume legal responsibility for, and indemnify the Protected Parties against, any liability for loss, damage or injury, including death, to my/our guest unless caused solely and exclusively by the personal gross negligence or intentional misconduct of the Protected Party.

7. CHOICE OF APPLICABLE LAW. No fee has been paid to any Protected Party for use of the Property or Equine Recreation. FETA Members pay dues for the maintenance and repair of the trail system to permit continued Equestrian Recreation and prevent environmental damage, for membership functions and benefits and for other purposes of the organization. I/we joined FETA and pay dues in order to support the purposes of the organization. In the event that a court of competent jurisdiction refuses to uphold some of the provisions of this Release Agreement and an issue of applicable law arises, I/we agree to the application and limitations of liability of the North Carolina and South Carolina Recreational Use Statutes and other federal and state law relating to volunteers, Good Samaritans, and negligence, including limitations for my/our contributory negligence. I/we understand that liability is also limited pursuant to the NC and SC Equine Activity Statutes, if applicable. This Agreement is intended to provide cumulative protection to the Protected Parties together with any prior agreements I have previously made, which I hereby ratify and confirm.

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.

WARNING: Under South Carolina law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activity resulting from an inherent risk of equine activity, pursuant to Article 7, Chapter 9, Title 47, Code of Laws of South Carolina, 1976.

I/MY CHILD PARTICIPATE IN EQUESTRIAN RECREATION FOR PERSONAL BENEFIT AND ENJOYMENT. MY/OUR PERMISSION TO USE THE PROPERTY FOR EQUESTRIAN RECREATION IS CONTINGENT UPON ACCEPTANCE OF THIS RELEASE AGREEMENT AND FETA RULES. I/MY CHILD ACKNOWLEDGE THAT PROTECTED PARTIES ARE NOT ABLE TO MONITOR OR ENSURE MY/OUR COMPLIANCE WITH THIS RELEASE AGREEMENT OR FETA RULES, AND FAILURE TO ENFORCE IS NOT A WAIVER OF RIGHTS.

I/MY CHILD ASSUME ALL RISK OF EQUESTRIAN RECREATION ON THE PROPERTY. I/WE HEREBY COMPLETELY RELEASE, WAIVE, DISCHARGE AND HOLD THE PROTECTED PARTIES HARMLESS FROM ANY LIABILITY FOR ANY ACCIDENT, INJURY, LOSS OR DAMAGE, INCLUDING DEATH, TO OURSELVES OR OUR GUEST(S) UNLESS CAUSED SOLELY AND EXCLUSIVELY BY THE PERSONAL GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF SUCH PROTECTED PARTY. I/MY CHILD, OUR HEIRS, EXECUTORS, ADMINISTRATORS OR OTHER REPRESENTATIVES, WILL NOT BRING ANY CLAIM, CAUSE OF ACTION, AND/OR LIABILITY SUIT AGAINST ANY PROTECTED PARTY, AND HEREBY AGREE TO REIMBURSE AND INDEMNIFY ANY PROTECTED PARTY FOR ALL COSTS AND EXPENSES INVOLVED IN DEFENDING, OR DAMAGES AWARDED, IN ANY CLAIM BROUGHT BY ANY PERSON AS A RESULT OF SUCH ACCIDENT, INJURY, LOSS OR DAMAGE TO ME/MY CHILD/GUEST, INCLUDING DEATH.

**I HAVE READ AND UNDERSTAND ALL PROVISIONS OF THIS RELEASE AGREEMENT.  
I AM GIVING UP LEGAL RIGHTS, CREATING LEGAL OBLIGATIONS, AND ASSUMING ALL RISKS.**

Print Name/Age: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name/Age: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name/Age: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name/Age: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name/Age: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**MINORS: ALL PARENTS/GUARDIANS MUST SIGN**

Mother: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Father: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Guardian(s) \_\_\_\_\_ Signature(s) \_\_\_\_\_ Date: \_\_\_\_\_

Emergency Contact(s)/Information: \_\_\_\_\_