

Mobile Petting Zoo & Pony Ride Liability Waiver

By participating in or allowing a child to participate in the mobile petting zoo and/or pony rides provided by Magic by David, you acknowledge and agree to the following terms:

North Carolina Liability Notices (Required by Law)

Equine Activity Liability Warning

WARNING: Under the North Carolina General Statutes Chapter 99E-2, an equine activity sponsor or equine professional is not liable for an injury or the death of a participant in equine activities resulting exclusively from the inherent risks of equine activities.

Farm Animal Activity Liability Warning

WARNING: Under North Carolina law, a farm animal activity sponsor or farm animal professional is not liable for an injury to or the death of a participant in farm animal activities resulting exclusively from the inherent risks of farm animal activities. Chapter 99E of the North Carolina General Statutes.

General Acknowledgments

- Animals may pee, poop, shed, or nibble grass, and minor lawn disturbance may occur. These are natural farm animal behaviors.
- All animals are well-cared-for, but as live farm animals, their behavior cannot be predicted or controlled perfectly at all times.
- For everyone's safety, outside pets are not allowed near the animals or enclosures.
- Pony rides are weather dependent and may be adjusted or canceled if conditions are unsafe for the animals.
- Pony rides have a weight limit based on the pony's size and wellbeing. Staff will determine eligibility to ensure animal safety.
- Participation may involve normal farm-related risks such as accidental stepping, scratching, nibbling, slipping, or mild allergic reactions.
- I allow photos/videos taken during the event to be used for social media or promotional purposes.
- You agree to follow all instructions given by Provider staff for the safety of participants and animals.

Release of Liability

By signing this waiver, you voluntarily assume all risks associated with participation in the petting zoo or pony rides. You agree to release, indemnify, and hold harmless the Provider, its owners, employees, and contractors from any and all claims or liability arising from participation, except in cases of gross negligence or intentional misconduct.

Signature

I have read and understand this waiver and agree to the terms above.

Signature: _____ **Date:** _____