

Equine Waiver & Release Form

Chapin Equestrian Center, LLC
2510 Freshly Mill Rd
Chapin, SC 29036
chapinequestrian@gmail.com

As consideration for, or additional consideration for permitting Participant's access to Barn Operator's facility, and as an inducement for Participant's access, the legal sufficiency of which as consideration is stipulated by Participant and Barn Operator, this Waiver and Release from tort, contract and all civil liability is made this ____ of _____, 20__ between Equine Activity Participant _____ (Participant) and Chapin Equestrian Center, LLC, (Barn Operator) and applies equally to all of Barn Operator's principals, employees, agents, and associates as more fully specified below.

1. Participant understands and agrees that there are risks inherent in dealing with horses and ponies (Equine Activity). For example, Participant understands that SOME of the inherent risks include:

- a. The propensity of an equine to behave in ways that may result in injury, death or loss to persons on or around the equine;
- b. The unpredictability of an equine's reaction to sounds, sudden movements, unfamiliar objects, persons, or other animals;
- c. That there may be hazards, including, but not limited to, surface or subsurface conditions;
- d. The possibility of a collision with another equine, another animal, a person, or an object;
- e. The potential of another person or equid to act in a negligent manner that may contribute to injury, death, or loss to the person of the Participant or to other persons, including, but not limited to, failing to maintain control over an equine or failing to act within the ability of the Participant;

2. With full understanding of the inherent risks involved in Equine Activity, some of which have been described in Paragraph 1 above, Participant agrees to waive, release and hold harmless Chapin Equestrian Center, LLC, from all tort and civil liability arising from or related to participation in Equine Activity. This agreement to waive, release and hold harmless includes not only Chapin Equestrian Center, LLC, but all principals, organizers, volunteers, employees, agents and independent contractors whether they be trainers, veterinary personnel, farriers, equine care providers, maintenance personnel, or the like.

3. Participant further understands the examples of the equine activity, taking place on or with an equine activity, including, but not limited to:

- a. Riding, jumping, showing, competitions, trail riding and the like;
- b. Teaching, instructing and evaluation, both rider and the equine;
- c. Traveling, loading and unloading of equines.

4. This Voluntary Waiver Agreement is made and entered into the State of South Carolina and shall be enforced and interpreted under the courts and laws of the State of South Carolina. This Agreement shall remain in effect for the duration of my participation in the Equine Activity at Barn Operator's facility or thereabouts during this initial, and all subsequent, event(s) of participation.

5. 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 an equine activity resulting from an inherent risk of equine activity, pursuant to Article 7, Chapter 9 of Title 47, Code of Laws of South Carolina, 1976.

6. CONSENT FOR TREATMENT: I give my permission, in the event that my designated family physician or dentist cannot be readily identified and reached by telephone, to make appropriate arrangements for emergency care whether it be by a physician or dentist, or medical or dental facility, should I become injured or ill while participating in the equine activity.

7. Participant agrees the Participant has been given sufficient time to read, understand, and ask questions, if any, concerning the nature and scope of this Voluntary Waiver Agreement.

Participant: _____ Date _____

Sign above

Print name above

Date _____

Parent or Guardian if Participant is a minor. **Sign and print name above, please.**