



## RELEASE AND HOLD HARMLESS

I hereby acknowledge that I have voluntarily applied to participate in an activity of horseback riding or working around horses with **Livestock and Equine Awareness and Rescue Network** hereinafter referred to as "**RESCUE STABLE**".

I understand that the activity of horseback riding and being around horses involves numerous inherent risks of injury that are my responsibility, and I assume these risks. I further understand that an animal, irrespective of its training and usual past behavior and characteristics may act or react unpredictably at times based upon instinct or fright which is a risk to be assumed by each participant in the riding activity. I further understand inherent risks of horseback riding means those dangers or conditions which are an integral part of horseback riding, including, but not limited to:

- a. The propensity of horses to behave in ways that may result in injury, harm, or death to persons on or around them.
- b. The unpredictability of a horse's reaction to such things as sounds, sudden movement, and unfamiliar objects, persons, or other animals.
- c. Certain hazards such as surface and subsurface conditions.
- d. Collisions with other horses or objects.
- e. The potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within his or her ability.

To participate in the activity of horseback riding or working around horses, I hereby agree to release **RESCUE STABLE**, any of its owners, agents, employees, or trainers and their agents or employees from liability due to their ordinary negligence, and except in the event of this rescue stable's gross and willful negligence, I shall bring no claims, demands, actions, and causes of action, and/or litigation, against this rescue stable or any of its owners, agents, employees or trainers or their employees for any economic and non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child or legal ward or my horse in relation to the premises and operations of this rescue stable, including while riding, handling, or otherwise being near horses owned by or in the care, custody and control of this rescue stable. This agreement is to be considered continuing in nature beyond this date so long as participant engages in the described activities. The parties agree that **RESCUE STABLE** and trainers shall be entitled to all costs and expenses associated with enforcement of the provisions of this agreement including but not limited to reasonable attorney fees. This contract can only be modified in a written agreement that has been signed by all parties. This Contract shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the parties.

### WARNING

**Under South Carolina law, an equine professional is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities.**

**I have carefully read and understand this agreement and fully agree with its contents.**

|                                     |  |
|-------------------------------------|--|
| <b>Print Name</b>                   | <b>Date</b>                            |
| <b>Participant's Signature</b>      | <b>Phone</b>                           |
| <b>Street Address</b>               | <b>City, State, and Zip</b>            |
| <b>Parent or Guardian Signature</b> | <b>Parent or Guardian Printed Name</b> |

**This is a release of liability.**

|                          |             |
|--------------------------|-------------|
| <b>Witness Signature</b> | <b>Date</b> |
|--------------------------|-------------|

**Do not sign if you do not understand or do not agree with its terms.**