

# SOLID ROCK STABLES

## RELEASE OF LIABILITY OWNER/RIDER

WITNESS THIS AGREEMENT this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Solid Rock Stables, hereinafter referred to as MANAGER and \_\_\_\_\_, hereinafter referred to as RIDER. For consideration received, and in return for the use, today and on all future dates of this property, facilities and services of Manager, Rider, Rider's heirs, assigns, and representatives, hereby agree as follows:

1. Inherent Risks and Assumption of Risk. The undersigned acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly are not limited to the propensity of equines to behave in ways such as , running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in injury, harm or death to persons on or around them; the unpredictability of equines reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and 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 such participant's ability.

**WARNING – UNDER SOUTH CARLINA 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, CHAPER 9 OF TITLE 47, CODE OF LAWS OF SOUTH CAROLINA.**

**HELMET WARNING – ALL RIDERS MUST WEAR AN APPROPRIATE SAFETY HELMENT DESIGNED FOR EQUINE ACTIVITIES. MANAGEMENT SHALL NOT BE HELD LIABLE FOR DEATH OR INJURY TO ANY PARTICIPANT FAILING TO WEAR PROPER PROTECTIVE HEAD GEAR.**

Rider acknowledges that horses, by their very nature are unpredictable and subject to animal whim. Rider assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising therefrom. Rider agrees to abide by and follow Manager's rules and regulations which, shall be posted and/or available from time to time. Rider further acknowledges that the behavior of any animal is contingent to some extent upon the ability of Rider. Rider assumes all risks therefor and warrants a full and fair disclosure of Rider's abilities has been made to Manager.

2. Rider agrees to hold harmless, indemnify and defend Manager against, and hold harmless from, any and all claims, demands, causes of action, damages, judgements, orders, costs or expenses, including attorney's fees, whether actually incurred or not, which may in any way arise from or be in any way connection with Rider's use of or presence upon the property of Manager and the facilities located thereon.

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3. In the event Rider is using Rider's own horse, or a horse(s) not owned by Manager, Rider warrants said horse(s) shall be free from infection, contagions or transmittable diseases. Manager reserves the right to refuse access or use of any horse upon the premises that does not appear to Manager to be in good health, or is deemed dangerous or undesirable.
4. Any action brought under this agreement shall be brought within one (1) year of incident or accident giving rise to said claim. Rider agrees that damages shall be limited to \$250 for property damage, actual expenses incurred, and a maximum of \$10,000 for damages such as pain and suffering.
5. Rider agrees to waive the protection of any applicable statutes in this jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing said release.

\_\_\_\_\_  
Manager

\_\_\_\_\_  
Rider

Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

Email: \_\_\_\_\_