

Activity Waiver & Release of Liability

THIS ACTIVITY WAIVER & RELEASE (this "Agreement") dated this [redacted] day of [redacted], 20[redacted], between Greg & Angela Ziel, LEARN Aiken Foundation, and its members, officers, employees, agents, volunteers, assigns, legal representatives and successors, or any other person or entity acting on behalf of Greg & Angela Ziel and/or LEARN Aiken Foundation (hereinafter referred to collectively as "Activity Provider") and the person(s) executing this document (hereinafter referred to as "Participant").

[redacted] **The Activity Provider's activities fall within South Carolina Laws Code 1976 § 47-9-710 – 730 - Liability of Persons in Connection with Equine Activities – which is included and incorporated herein.**

[redacted] **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.**

[redacted] In consideration for Activity Provider's equine services and participating in, or observation of, Activity Provider's equine activities, Participant releases and forever discharges the Activity Provider for or by reason of any injury to person or property, including injury resulting in the death of the Participant, which has been or may be sustained as a consequence of the Participant's participation in horse assisted learning and instruction so long as the injury or death is not caused by intentional, willful or wanton act or omission of Activity Provider. Participant further understands that Activity Provider is not liable for the death or injury to a Participant resulting in the inherent risks of equine activity as defined in South Carolina Laws **Code 1976 § 47-9-710 – 730**. Inherent risk of an equine activity means a danger or condition that is an essential part of an equine activity, including, without limitation: (1) The propensity of an equine to behave in a manner that may result in injury or death to a person who is on or near the equine; (2) The unpredictable reaction of an equine to sounds, sudden movements or unfamiliar objects, persons or other animals; (3) A hazardous surface or subsurface or other hazardous condition; (4) A collision with another animal or object; and (5) The failure of a participant to maintain control of an equine or to engage safely in an equine activity.

[redacted] Participant understands that the Participant would not be permitted to participate in the activity described below unless the Participant signed this Agreement.

[redacted] Participant acknowledges that the Participant does not have any physical limitations, medical ailments (including but not limited to COVID-19 and/or the flu), physical or mental disabilities that would limit or prevent the Participant from participating in the activity. If required, the Participant will obtain a medical examination and clearance.

[redacted] Participant acknowledges that this Agreement is given with the express intention of effecting the extinguishment of certain obligations owed to the Participant and with the intention of binding the Participant's spouse, heirs, executors, administrators, legal representatives and assigns. This release is ongoing and does not expire.

[redacted] Participant (check one) **Agrees** **Does Not Agree** to give LEARN Aiken Foundation permission to use photographs and written reflections of Participant's activities for future social medial posts and/or marketing materials. Participant may, at a later date, revoke Activity Provider's use of photographs and/or written reflections via written correspondence to Activity Provider.

[redacted] This Agreement will be governed by and construed in accordance with and governed by the laws of the State of South Carolina.

Date: [redacted], 20[redacted] Participant(s)/Minor Name [redacted]

Participant(s)/Parent Name [redacted]

Participant(s)/Parent/Guardian Signature [redacted]

Address [redacted] Telephone Number [redacted]