



AIKEN HORSE PARK FOUNDATION RELEASE AND INDEMNITY

WEREAS, IN CONSIDERATION FOR AND AS AN INDUCEMENT FOR THE AIKEN HORSE PARK FOUNDATION, ITS DIRECTORS, OFFICERS, AGENTS, VOLUNTEERS AND EMPLOYEES AGREEING TO ALL THE UNDERSIGNED TO ENGAGE IN EQUINE ACTIVITIES (INCLUDING BUT NOT LIMITED TO RIDING, TRAINING, BOARDING AND/OR CARING FOR HORSES OWNED, LEASED OR UNDER THE CONTROL OF THE UNDERSIGNED (THE "HORSES") AT THE AIKEN HORSE PARK LOCATED AT 931 POWDERHOUSE ROAD, IN AIKEN COUNTY, SOUTH CAROLINA, THE UNDERSIGNED HEREBY AGREES AS FOLLOWS:

____ 1. I AGREE TO HOLD THE AIKEN HORSE PARK FOUNDATION, ITS DIRECTORS, OFFICERS, AGENTS, VOLUNTEERS AND EMPLOYEES HARMLESS FROM ANY CLAIM FOR LOSS OR INJURY THAT MAY BE ALLEGED TO HAVE BEEN CAUSED DIRECTLY OR INDIRECTLY TO ANY PERSON OR THING (INCLUDING THE HORSES) BY THE ACT OF OTHER PERSONS, OWNERS, GUARDIANS AND/OR THEIR ANIMALS WHILE AT THE PARK.

____ 2. I ACKNOWLEDGE AND AGREE THAT THE AIKEN HORSE PARK FOUNDATION, ITS DIRECTORS, OFFICERS, AGENTS, VOLUNTEERS AND EMPLOYEES SHALL NOT BE LIABLE FOR ANY SICKNESS, DISEASE, THEFT, DEATH OR INJURY WHICH MAY BE SUFFERED BY THE HORSE(S) WHILE AT THE AIKEN HORSE PARK FOUNDATION. I UNDERSTAND AND ACKNOWLEDGE THAT ALL RISKS RELATED TO BOARDING, TRAINING, RIDING AND SHIPPING OF HORSES(S) OR FOR ANY OTHER REASON, ARE TO BE BORNE BY US. I FURTHER AGREE TO HOLD THE AIKEN HORSE PARK FOUNDATION, ITS DIRECTORS, OFFICERS, AGENTS, VOLUNTEERS AND EMPLOYEES HARMLESS FROM ANY CLAIM FOR LOSS TO OUR HORSES BY DISAPPEARANCE, THEFT, DEATH OR INJURY, BE CAUSED OR ALLEGED TO BE CAUSED BY THE NEGLIGENCE OF ANY OTHER CAUSE OR CAUSES.

____ 3. I UNDERSTAND THAT THE AFOREMENTIONED RISKS MAY BE CAUSED IN WHOLE OR IN PART OR RESULT DIRECTLY OR INDIRECTLY FROM THE NEGLIGENCE OF MY OWN ACTIONS OR INACTIONS, THE ACTIONS OR INACTIONS OF OTHERS PARTICIPATING IN EVENTS AT THE AIKEN HORSE PARK FOUNDATION, OR THE NEGLIGENT ACTS OR OMISSIONS OF THE RELEASED PARTIES, AND I HEREBY VOLUNTARILY AND KNOWINGLY ASSUME ALL SUCH RISKS AND RESPONSIBILITY FOR ANY DAMAGES, LIABILITIES, LOSSES, OR EXPENSES THAT I INCURE AS A RESULT OF MY PARTICIPATION IN ANY EVENT HELD AT THE AIKEN HORSE PARK FOUNDATION. I ALSO AGREE TO BE RESPONSIBLE FOR ANY INJURY OR DAMAGE CAUSED BY ME, MY HORSE, MY EMPLOYEES OR CONTRACTORS UNDER MY DIRECTION AND CONTROL AT ANY EVENT AT THE AIKEN HORSE PARK FOUNDATION.

____ 4. I HEREBY ASSUME THE SOLE RESPONSIBILITY FOR AN AGREE TO INDEMNIFY, DEFEND AND SAVE THE AIKEN HORSE PARK FOUNDATION ITS DIRECTORS, OFFICERS, AGENTS, VOLUNTEERS AND EMPLOYEES HARMLESS FROM ANY AND ALL LOSS AND EXPENSES (INCLUDING LEGAL AND EXPERT WITNESS FEES ACTUALLY INCURRED) BY REASON OF THE LIABILITY IMPOSED UPON ANY OF THE AFOREMENTIONED PARTIES DUE TO BODILY INJURIES, SICKNESS AND COMMUNICABLE DISEASE INCLUDING DEATH AT ANY TIME RESULTING THEREFROM, SUSTAINED TO ANY PERSON OR PERSONS, INCLUDING MYSELF (OURSELVES) OR ON ACCOUNT OF DAMAGE TO PROPERTY OR PERSON MAY BE CAUSED BY OR ALLEGED TO HAVE BEEN CAUSED BY NEGLIGENCE OF THE AIKEN HORSE PARK FOUNDATION, ITS DIRECTORS, OFFICERS, AGENTS, VOLUNTEERS AND EMPLOYEES, OR ANY OTHER PERSONS.

____ 5. I EXPRESSLY ASSUME ALL RISKS FOR MYSELF, GUARDIANS, MY CHILDREN, MY PETS, AND MY ANIMALS HEREUNDER.

____ 6. I ACKNOWLEDGE AND AGREE, BY SIGNING THIS RELEASE AND INDEMNITY, THAT PURSUANT TO S.C. CODE ANNOTATED SECTION 47-9-720, AN EQUINE ACTIVITY SPONSOR OR AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR DEATH OF A PARTICIPANT RESULTING FROM THE INHERENT RISK OF THE EQUINE ACTIVITY, AND NO PARTICIPANT OR PARTICIPANT'S REPRESENTATIVE MAY MAKE A CLAIM AGAINST, MAINTAIN AN ACTION AGAINST, OR RECOVER FROM AN EQUINE ACTIVITY SPONSOR, OR AN EQUINE PROFESSIONAL FOR INJURY, LOSS, DAMAGE, OR DEATH OF THE PARTICIPANT RESULTING FROM AN INHERENT RISK OF EQUINE ACTIVITY.

____ 7. I UNDERSTAND THAT I AM WAIVING THE RIGHT TO BRING A LAWSUIT OR MAKE ANY OTHER CLAIM AGAINST THE AIKEN HORSE PARK FOUNDATION, ITS DIRECTORS, OFFICERS, AGENTS, VOLUNTEERS AND EMPLOYEES, AND I FURTHER UNDERSTAND THAT THE RELEASE AND INDEMNITY WILL BE PRESENTED AS A COMPLETE DEFENSE AGAINST ME IF I DO BRING ANY LAWSUIT OR CLAIM AGAINST THE AIKEN HORSE PARK FOUNDATION, ITS DIRECTORS, OFFICERS, AGENTS, VOLUNTEERS AND EMPLOYEES. THIS RELEASE AND INDEMNITY SHALL BE BINDING UPON MY HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS.

MY SIGNATURE BELOW CERTIFIES THAT I HAVE READ THIS ENTIRE DOCUMENT AND UNDERSTAND IT, I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

WARNING – UNDER SOUTH CAROLINA LAW, AN EQUINE ACTIVITY SPONSOR OR EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR 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.

EMAIL ADDRESS

PHONE #

DATE

SIGNATURE (MUST BE 18 YEARS OLD OR OLDER)

WITNESS

PRINT NAME

SIGNATURE OF PARENT OR LEGAL GUARDIAN

PRINT NAME