



WARNING

Under South Carolina law, an equine activity sponsor or an equine professional is not liable for an injury to or the death of a participant resulting from an inherent risk of equine activity, pursuant to Article 7, Chapter 9 of Title 47, Code of Laws of South Carolina, 1976.

Aiken Hounds Liability Release Form

I acknowledge, understand, and agree, in consideration of my participation in equine and related activities operated by or on behalf of or under the auspices of the Aiken Hounds, that: Equine activities involve inherent dangerous risks of loss and accident (including, for example, bodily and personal injuries, death, and property damage) to participants, bystanders, and horses. These risks include, for example, riding over steep and rough terrain and riding and jumping over fences, ditches, and other obstacles. These risks of and from equine activities can, for example, additionally involve and be caused by sudden and unforeseen occurrences, and it is not possible to foresee, prevent or eliminate all these risks. There are, at all times, likely to be other participants in equine activities, and, despite the risks of these equine activities, I knowingly and voluntarily (a) choose to participate in equine activities (b) to assume any and all risks arising from or related to participation in equine activities to the maximum extent permitted by law.

I hereby release, waive, and forever discharge the Aiken Hounds and their respective Masters, directors, officers, members, employees, guests and volunteers and any land owners or other persons making property available for Aiken Hounds (collectively, the "Releasees"), to the maximum extent permitted by law, from any and all claims, demands, actions, and rights of action of whatever kind or nature, in law or in equity, known or unknown, arising from or related to bodily and/or personal injuries, death, and/or property damage arising from or related to equine activities or the use of any land made available to Aiken Hounds by me or others

including bodily and/or personal injuries, death, and/ or property damage arising from or related to, directly or indirectly, the negligence of the Releasees.

The Releasees strongly encourage the use of protective equipment. I am acquainted with appropriate equestrian and other safety practices. It is not the responsibility or obligation of any of the Releasees to teach or advise me of appropriate equestrian safety practices and/or to monitor my compliance therewith. This Assumption of Risk and Release of Liability (this "Agreement") is given on behalf of (a) me and my executors, heirs, and assigns and (b) any child of whom I am a parent or guardian and his or her executors, heirs, and assigns. I agree that, if I am a parent or guardian of a minor participant in equine activities, I consent to the participation by the minor and agree to all of the above provisions and agree to assume all of the obligations of this Agreement on behalf of the minor. If any portion of this Agreement is held to be invalid by any court or tribunal, the remainder hereof shall continue in full force and effect.

I agree this release and waiver shall be governed by and construed in accordance with the laws of the state of South Carolina. In the event any action, suit or proceeding is instituted as a result of any matter of thing affecting this Release and Waiver, the parties hereto hereby designate Aiken County, South Carolina as the jurisdiction and the venue in which same is to be instituted.

I acknowledge I have read and understand the following: **Warning. Under South Carolina law, an equine professional is not liable for any injury to or death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to Article 7, Chapter 9 of Title 47, Code of Laws of South Carolina, 1976.** _____ (Participant Initials)

I have read and understand this release of liability and its contents. I represent that I am 18 years of age. I am aware that this is a release of liability and I sign it of my own free will.

Print Name _____

Signature _____

Date _____

Address _____

GUARDIAN OR PARENT OF PARTICIPANT (if participant is a minor)

Print Name of Participant _____

Print Name of Guardian or Parent _____

Signature of Guardian or Parent _____

Date _____