



RELEASE AND WAIVER OF LIABILITY, INDEMNITY, HOLD HARMLESS AND DEFENSE AGREEMENT

Please read this entire agreement carefully. By signing this document you are stating you have read and understand each section of this document and agree to be bound by all of its terms.

***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, pursuant to Chapter 9 or Title 47, Code of Laws of South Carolina, 1976.*

Three Runs Plantation, the equestrian community subdivision in Aiken County, SC, The Three Runs Plantation Home Owners Association, Inc., TR Sales Plantation, LLC, J. Wayne Raiford, and all of the respective lot owners or property owners in the Three Runs Plantation subdivision and each of these persons or entities' respective family members, employees, staff, volunteers, attorneys, officers and directors, members, and or agents, do not guarantee your or your child(ren)'s safety while participating in any event or activity while on or using the premises or any facility, swimming pool, equipment, trail or easement in Three Runs Plantation. By signing this RELEASE AND WAIVER OF LIABILITY, INDEMNITY, HOLD HARMLESS AND DEFENSE AGREEMENT (hereinafter "RELEASE"), you are taking all responsibility for your safety and the safety of your child(ren), while at this location. Serious injury and or death may result from your or your child(ren)'s participation in any equestrian related activity or from participating in any activity in or near the swimming pool, pool cabana, the clubhouse or fitness/community center.

This RELEASE is legally binding on my heirs, my estate, my assigns, my personal representatives, and me. If I am signing this RELEASE as a parent or guardian on behalf of a minor, this RELEASE is also legally binding on the minor for whom I am signing, and the heirs, estate, assigns and personal representatives of this minor.

A. "Releasees" Means Those Persons or Entities that are Being Released From Any Potential Liability. The term "Releasees" includes the following: The Three Runs Plantation Home Owners Association, Inc., Three Runs Plantation, LLC, TR Sales Plantation, LLC, J. Wayne Raiford, and all of the respective lot owners or property owners in the Three Runs Plantation subdivision and each of these persons or entities' respective family members, employees, staff, volunteers, attorneys, officers and directors, members, and or agents and the successors and assigns of each of the aforesaid persons or entities (hereinafter all referred to as "Releasees").

B. Activities and Locations Covered by This Release. The terms "premises of TRP" and "TRP" and "Three Runs Plantation" and "Three Runs Plantation subdivision", include, interchangeably, all facilities, amenities, and properties, whether improved or unimproved, within the Three Runs Plantation subdivision, whether owned, leased or rented by a Releasee. The "premises of TRP" and "TRP" and "Three Runs Plantation" and "Three Runs Plantation subdivision" also includes, but is not limited to, the riding arenas, riding rings, cross country riding complex, jumps, offices, swimming pool, club house(s), outdoor pavilion, cabana, community and fitness center, work out and fitness equipment, roadways, parking areas and lots, horse trailer parking areas, drainage facilities, culverts, storage areas, sheds, appurtenant structures, improvements, residences, fencing, gates, signage, barns, driveways, paths, horse trails, trails, easements, pastures, fields, woods, gardens, paddocks, and waterways within and appurtenant to the Three Runs Plantation subdivision. The terms "affiliated activity" and "equestrian related activity" refer, interchangeably, to any activity you or your child(ren) are participating in that involves horses, whether through visiting the premises of TRP as a guest, spectator, renter, student, horse back rider, boarder, sponsor, camp participant, independent contractor, employee, or as a client or guest or family member of a property owner or renter in Three Runs Plantation, or as any outside instructor or trainer, or

participant in any camp, seminar, outreach program, or as an employee, invitee or business invitee or trespasser of any of a Releasee or of Releasee's family members, whether or not the person is mounted or riding a horse or horse drawn carriage, or merely in the presence of or involved in any activity around horses or other equine species. The term "affiliated activity" also includes all activities associated with the use of any amenity at Three Runs Plantation, including but not limited to the use of any pool, cabana, outdoor pavilion, the fitness center, the community center and any equipment in or around any of these listed amenities or within the premises of TRP.

C. This Release Applies To All Forms Of Horses, Riding And Equestrian Related Activities. The term "horse" as used in this Release includes all equine species without regard to size. The terms "ride" and "riding" refer to all handling and care of equine species, whether mounted or not and covers carriages, carts, buggies, surreys and all wheeled vehicles pulled by an equine (hereinafter "horse drawn carriages"). I acknowledge that both being around horses and horseback riding and horse drawn carriages contains inherent risks of injury, damage and death to me personally, to my child(ren), to bystanders, to my horse, to my equipment, to my vehicle(s), and to horse trailer(s), and to my property, caused by my own negligence or the negligence of others or through no fault of mine or anyone else. All equestrian related injuries, damages or deaths of any kind that are associated with Releasee or on the premises of TRP are what is being released by this Release.

D. Dealing With Horses Is An Inherently Dangerous and Hazardous Activity. I am aware and understand that being in the presence of horses, as well as the handling, care and riding of horses and horse drawn carriages, is an inherently dangerous and hazardous activity. I understand that horses, even the most well trained, are powerful, often difficult to control and often unpredictable and potentially dangerous animals of flight. All horses, even those that appear calm and docile, will buck, rear, bite, kick, or bolt uncontrollably, without warning, and without apparent cause. Horses may also buck, rear, bite, kick, or bolt in response to sound, wind, rain, lightening, thunder, storms, motor vehicles, bicycles, flying objects, dogs, movements of people, costumes or decorations on horses or on carriages or property, machinery, doors, or other objects. I understand that serious injury and disability or death to myself or my child(ren) may result from participating in any equestrian related activity, including being in the presence of, the handling of, or the care or the riding of horses and participating in activities in or around horse drawn carriages.

I am also aware that equestrian related activities on the flat or over structures or jumps and anywhere on the premises of TRP is an **athletic event** that poses potentially serious risks of injury or death to participants. I also understand that my horse(s), carriage/equipment, myself, my

child(ren) and/or passengers may be seriously injured/damaged or die as a result of my negligence or that of others, or through no fault of mine or anyone else, because of the nature of the hazardous athletic activity in which I am or my child(ren) may be engaged or be in the presence of or near.

E. Both Open and Hidden Dangerous Conditions of the Premises of TRP exist. I am aware that the premises of TRP may contain both open and visible as well as latent or hidden defects that pose a risk of serious injury or death to me and to my child(ren) and or to my horse(s) and to my property. The premises of TRP consists of over 2400 acres of land and improvements and there may be many hidden hazards throughout the premises of TRP. For example, holes may not be visible to the horse or rider, footing may be extremely dangerous for horse or rider or horse drawn carriage, the terrain may be soft, hard, sandy, rocky, uneven, or cave in or collapse underneath me or my horse or my carriage, jumps may not be safe, dangerous barbed wire fencing exists throughout the perimeter of the premises of TRP, equipment or debris may be left on the trails or easements or the premises of TRP, and wild and domestic animals and insects may pose a serious danger to you, your child(ren) and to your horse. A dangerous condition on the premises of TRP may be known of, but not addressed, at the time you or your child(ren) are on the premises of TRP. All these defects pose a serious risk of injury and death to horse and rider. I also acknowledge that warning signs and markers do not mark all of these hazards and risks to myself and to my child(ren) and I fully assume such risk

for myself and my child(ren) and for my horse and equipment.

F. I Accept for Myself and for My Child(ren) The Dangers Associated with Being around Horses and Horseback Riding or Riding in a Carriage or Being Involved in or Participating in an Equestrian Related Activity or Affiliated Activity on the Premises of TRP and I Voluntarily Assume All of Those Risks. I understand that no horse is completely safe. A horse is much larger, faster and powerful than a human. If a rider falls, or a horse has contact with the rider, or a person on the ground or on another horse, or if a horse trips or falls due to something on the ground, or for no apparent reason at all, serious injuries or death are likely to occur and such contact with a horse or the ground or other object can potentially cause death or serious injury to the rider, a person on the ground, a person riding in a horse drawn carriage, or other people. If a horse is frightened or provoked, it may do things that may cause serious injury or death to the rider, person riding in a horse drawn carriage, to the horse or to other persons on the ground. For example, if a horse stops short, changes direction or speed, shifts its weight, bucks, spins, rears or kicks, trips in a hole or over an object, or for no reason, the rider or a person riding in a horse drawn carriage, or other persons, may be crushed, thrown to the ground or dragged by the horse. Also a horse can bite and step on a person crushing the person. A horse or horse drawn carriage can be hit by a vehicle causing serious bodily injury and death to myself, my child(ren) and to others. I hereby fully accept and voluntarily assume any and all risks of injury (including permanent serious bodily injury, paralysis, emotional distress, and disability), illness, disease and death to myself, and/or to my child(ren), arising from the handling, care or riding of horses or riding in a horse drawn carriage, while at the premises of TRP or using the facilities or amenities on the premises of TRP while engaged in an affiliated activity. I also hereby accept and voluntarily assume all financial losses due to injury, damage, destruction, or loss to myself and to my child(ren)'s, and/or to my property or to my horse, arising from the handling, care or riding of horses, the riding in a horse drawn carriage, or that is in any way associated with being involved in an equestrian related activity or affiliated activity at the premises of TRP.

G. I Agree That Wearing SEI Certified ASTM Standard Equestrian Helmet Whenever On Or Mounting A Horse May Reduce The Severity Of Head Injuries And Possibly Prevent Death In A Horse-Related Accident And, Therefore, I Agree To Wear, And I Agree To Have My Child(ren) Wear, A SEI Certified ASTM Standard Equestrian Helmet Whenever On Or Mounting A Horse. I know that protective headgear, which meets the quality standards of the SEI certified ASTM standard equestrian helmet is mandatory for all persons under 18 years of age at TRP while mounted and preparing to mount or dismount a horse. I understand that wearing such headgear may reduce the severity of head injuries or possibly prevent death in a horse-related accident. I further agree that the failure or refusal for myself or my child(ren) to wear a SEI certified ASTM standard equestrian helmet may significantly increase the risk and the severity of any injury or death and with such knowledge I fully accept and voluntarily assume all such increased risks associated with failure of myself or my child(ren) to wear a SEI certified helmet.

H. I Accept And I Fully And Voluntarily Assume The Additional Risks Of Injury, Death, or Damage That May Result To Myself Or To My Child(ren) that Are Associated with Equestrian Related Activities and Affiliated Activities, Including use of the Pool, At or On The Premises Of TRP. I understand that at or in the premises of TRP motor vehicles, construction equipment and bicycles regularly enter and exit the premises of TRP in close proximity to the arenas and riding trails and to the easements and areas of the roadway where trails cross the road. Vehicles of all types also travel on the trails, easements and roadways here in the premises of TRP. Also, pedestrians, runners, hikers, bikers, delivery trucks, construction and logging vehicles and equipment, trailers, cars, dogs, wildlife, golf carts, landscape maintenance equipment, and other equestrians and carriages, either alone or in groups, also travel throughout the premises of TRP on a regular basis. Inclement weather including winds, hail, falling ice, lightening, thunder, rains, and associated blowing and falling debris from trees and brush occurs at the premises of TRP. Holes and dangerous conditions, both natural and manmade exist throughout the easements and trails and premises of TRP and are a regular occurrence. Tractors and heavy construction equipment and other machinery are used on a daily basis. Debris and trees are burned throughout the premises of TRP. Horses and donkeys out in pasture and dogs off leash regularly charge up to the fence when another horse passes by on a trail, road or

easement. Any one or combination of these conditions may cause horses to react in an unpredictable and dangerous manner, without warning, and any one of these conditions or occurrences can cause serious bodily injury or death to me or to my child(dren) and to my horse and/or destruction of my equipment and tack. I also acknowledge that no life guard is on duty at the pool and that I and my child(ren) swim at our own risk. I accept and fully and voluntarily assume any and all such risks of injury, illness, death, drowning and damage that may result to myself or to my child(ren) from swimming, use of the pool and or participating in any activity in or around the pool.

I. This Release and Waiver of Liability, Indemnity, Hold Harmless and Defense Agreement is in Exchange for My or My Child(ren)'s Participation in Equestrian Related Activities and Affiliated Activity, and or use of the premise of TRP, including use of the Pool on the premises of TRP. With the knowledge that I, and/or my child(ren), might sustain serious bodily injury or death, and that my property and horse may also be seriously injured, damaged or die while participating in an equestrian related activity or affiliated activity on the premises of TRP, it is my intent to give up my rights against Releasees and I do so knowingly and voluntarily. Further, as an inducement for Releasees to allow me to participate in an equestrian related activity or affiliated activity, including use of the pool, on the premises of TRP, and/or to use any of the facilities or

amenities at TRP for myself or for my child(ren), I, for myself and for my child(ren), and any personal representatives, heirs, and next of kin for myself and my child(ren), agree to the following: (1) I give up any rights to make a claim, demand or lawsuit against Releasees, and each of them, for any damage, injury or death that may occur to me, my child(ren), my horse(s), my equipment or tack, arising out of my or my child(ren's) use of the premises of TRP; (2) I WAIVE for myself and each of my child(ren) the right to claim or seek money and damages for any injuries, death, harm, damages, destruction or loss that may occur on the premises of TRP; and (c) I agree that if any of the Releasees herein are sued, or has a claim made against a Releasee arising out of my, or my minor child(ren's) participation in equestrian related activities or affiliated activities at or arising out of the use of the premises of TRP, that I will INDEMNIFY and HOLD HARMLESS and DEFEND Releasees, and each of them, from any and all such claims made against Releasees, and each of them.

1. I, THE UNDERSIGNED, ON MY BEHALF OF MYSELF AND MY CHILD(REN), HEREBY COVENANTS NOT TO SUE, FULLY RELEASES, WAIVES, AND DISCHARGES from all liability to the undersigned, or such child(ren) of the undersigned, and all of the personal representatives, assigns, heirs, and next of kin for myself and such child(ren), for any loss or damage, and any claim or demands therefore on account of injury to myself or to my child(ren) or property, or resulting in death of the undersigned or the death of the undersigned's child(ren), whether caused by the Releasee's own or sole negligence or whether a Releasee is concurrently negligent, or otherwise, while the undersigned or such child(ren) is in, upon, or about the premises of TRP or any facilities, pool or equipment therein, or participating in any equestrian related activity or affiliated activity at the premises of TRP.

2. I, THE UNDERSIGNED, ON MY BEHALF OF MYSELF AND ON BEHALF OF MY CHILD(REN), HEREBY AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS AND DEFEND THE RELEASEES, and each of them, from any and all claims, injury, illness, death, loss, liability, damage, expense, medical bills, lien, or attorneys fees or costs, that I or my child(ren) may incur, whether claimed by myself, my child(ren) or a third party, due to the presence of the undersigned or my child(ren) in, upon or about premises of TRP, or in any way observing or using any facilities or equipment on the premises of TRP or participating in a equestrian related activity or affiliated activity at the premises of TRP, including use of the pool, whether caused wholly by any Releasee's own or sole negligence, or whether any Releasee is concurrently negligent with the undersigned Indemnitor, or other party, or otherwise while the undersigned or such child(ren) is in, upon, or about the premises of TRP or any facilities or amenity or equipment therein, or participating in any equestrian related activity or affiliated activity at the premises of TRP.

3. I, THE UNDERSIGNED, HEREBY FULLY ACKNOWLEDGE THE RISK OF SERIOUS BODILY INJURY OR DEATH TO MYSELF, TO MY CHILD(REN) AND TO MY HORSE AND DAMAGE TO MY EQUIPMENT AND I FULLY AND VOLUNTARILY ASSUME SUCH RISK OF SERIOUS BODILY INJURY, DISABILITY OR DEATH OR PROPERTY DAMAGE TO MYSELF, THE UNDERSIGNED, AND TO MY CHILD(REN) AND TO MY HORSE OR EQUIPMENT DUE TO THE RELEASEE'S OWN OR SOLE NEGLIGENCE, WHETHER THE RELEASEE IS ALSO CONCURRENTLY NEGLIGENT WITH THE UNDERSIGNED OR OTHER PARTY, WHILE I, OR MY CHILD(REN) OR HORSE IS ABOUT OR ON THE PREMISES OF TRP, OR PARTICIPATING IN ANY EQUESTRIAN RELATED ACTIVITY OR AFFILIATED ACTIVITY ON THE PREMISES OF TRP, OR USING THE POOL, OR ANY EQUIPMENT OR FACILITY OR AMENITY AT TRP.

4. I, THE UNDERSIGNED, FURTHER AGREE THAT THIS RELEASE AND WAIVER OF LIABILITY, INDEMNITY, HOLD HARMLESS AND DEFENSE AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of South Carolina and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effort.

J. I Represent that I Am Legally Able To Enter Into This Release. I have read each sentence of this Release carefully and I fully understand all of its terms and provisions and agree to be bound by the terms of this Release. I am 18 years of age or older and I am legally competent to enter into this Release.

K. I Freely Enter Into This Release. No promise or inducement has been made to me in connection with my execution and delivery of this Release. I knowingly and voluntarily executed and delivered this Release at my own risk and initiative and of my own free will. In signing this Release I am not relying on any statement or representation of any of the Releasees or of the released parties herein.

L. Possible Uses Of This Release. I understand and acknowledge that this is a release of legal liability. In the event of any claim, lien or litigation, this Release may be raised as a defense, tender of defense and indemnification and as a bar to, and as a waiver and release of, legal rights that might otherwise be asserted by me, my child(ren) or my, spouse, or my child(ren)'s heirs, distributees, guardians, legal representatives and assigns.

M. South Carolina Law Shall Apply. South Carolina Law shall apply to this Release and Waiver of Liability, Indemnity, Hold Harmless And Defense Agreement, and as such, it shall be interpreted under the laws of the State of South Carolina.

N. Each Section of this Release Shall Stand On Its Own. If one or more of the provisions, clause, sentence or phrase of this Release are held to be unenforceable under applicable law, each such unenforceable provision, clause, phrase or sentence shall be excluded from this RELEASE AND WAIVER OF LIABILITY, INDEMNITY, HOLD HARMLESS AND DEFENSE AGREEMENT and the balance of this RELEASE AND WAIVER OF LIABILITY, INDEMNITY, HOLD HARMLESS AND DEFENSE AGREEMENT shall be interpreted as if each such unenforceable provision were so excluded, and the balance of this RELEASE AND WAIVER OF LIABILITY, INDEMNITY, HOLD HARMLESS AND DEFENSE AGREEMENT as so interpreted shall be enforceable in accordance with its terms.

O. Length of this Release. This RELEASE AND WAIVER OF LIABILITY, INDEMNITY, HOLD HARMLESS AND DEFENSE AGREEMENT shall survive the termination of any prior agreement or arrangement that I may have with TRP or Releasees.

P. Having Read The Foregoing, I Wish To Release, Waive, And Indemnify and I Agree to Defend Releasees and Each of Them. The undersigned has read each and every sentence of this RELEASE and I am voluntarily signing this RELEASE AND WAIVER OF LIABILITY, INDEMNITY, HOLD HARMLESS AND

DEFENSE AGREEMENT, and further, I agree that no oral representations, statements or inducement, apart from this RELEASE, have been made to me or to my child(ren).

Participant's Name (print) _____ Age of Participant if a minor*: _____

Participant's Signature: _____ (Indemnitor)

I: (print): _____ (Name of Parent or Legal Guardian Signing for Minor Child) am the parent or legal guardian for the above named minor. I have read all of this Release and I fully accept all the terms and conditions of this Release on behalf myself and the minor child noted above. I also fully accept all the terms and conditions of this Release on behalf of any other parent or legal guardian of the minor child noted above. I also authorize any emergency medical care that may be necessary for the minor child.

Signature of Parent or Legal Guardian: _____ (Indemnitor)

***Note:** If you are signing for a minor child under 18 years of age, you are warranting and representing that you have **legal custody** of the minor child. **Adults signing as the legal guardian of the minor should attach legal document attesting to proof of legal guardianship.**

(Sign): _____

Dated: _____