

Three Runs

PLANTATION

RELEASE, HOLD HARMLESS AND WAIVER OF LIABILITY

I AM AWARE THAT EQUESTRIAN RELATED ACTIVITIES; INCLUDED BUT NOT LIMITED TO HORSEBACK RIDING (ON THE FLAT OR OVER STRUCTURES) AND CARRIAGE DRIVING, ARE AN ATHLETIC EVENT THAT POSES POTENTIALLY SERIOUS RISKS OF INJURY TO ITS PARTICIPANTS. I ALSO UNDERSTAND THAT MY HORSE(S), CARRIAGE/EQUIPMENT, MYSELF AND/OR PASSENGERS MAY BE INJURED/DAMAGED 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 ACTIVITY IN WHICH I AM GOING TO BE ENGAGED. I ALSO UNDERSTAND THAT HORSES, EVEN THE MOST WELL TRAINED, ARE OFTEN UNPREDICTABLE AND OFTEN DIFFICULT TO CONTROL.

WITH THE KNOWLEDGE OF THE FOREGOING, AND AS AN INDUCEMENT FOR THREE RUNS PLANTATION, ITS DEVELOPER(S) (INCLUDING THE MEMBERS, OFFICERS AND DIRECTORS OF THE AFORESAID), LOT OWNERS, HOMEOWNERS ASSOCIATION, EMPLOYEES, AND STAFF TO ALLOW ME TO PARTICIPATE IN THE EQUESTRIAN EVENT, I HEREBY AGREE TO WAIVE OR RELEASE (GIVE UP) ANY AND ALL RIGHTS THAT I OR MY HEIRS MAY HAVE TO MAKE CLAIM AGAINST THREE RUNS PLANTATION, ITS DEVELOPER(S) (INCLUDING THE MEMBERS, OFFICERS AND DIRECTORS OF THE AFORESAID), LOT OWNERS, HOMEOWNERS ASSOCIATION, EMPLOYEES, AND STAFF ARISING FROM ANY DAMAGES, INJURY OR DEATH THAT MAY OCCUR TO ME, MY HORSE(S), OR EQUIPMENT, AS A RESULT OF USING THE FACILITIES AT THREE RUNS PLANTATION.

BY SIGNING THE RELEASE AND WAIVER, I UNDERSTAND THAT I AM GIVING UP (WAIVING AND RELEASING) ANY RIGHT TO SUE OR MAKE ANY CLAIM THAT I HAVE OR MIGHT HAVE AGAINST THREE RUNS PLANTATION, ITS DEVELOPER(S) (INCLUDING THE MEMBERS, OFFICERS AND DIRECTORS OF THE AFORESAID), LOT OWNERS, HOMEOWNERS ASSOCIATION, EMPLOYEES, AND STAFF FOR ANY INJURY, DEATH, OR DAMAGE THAT I OR MY HORSE(S) MIGHT SUSTAIN WHILE PARTICIPATING IN AN EQUESTRIAN RELATED ACTIVITY. IT IS MY INTENT TO GIVE UP THESE RIGHTS AND I DO SO KNOWINGLY AND VOLUNTARILY.

I FURTHER VOLUNTARILY AGREE AND WARRANT TO INDEMNIFY, DEFEND AND HOLD HARMLESS THREE RUNS PLANTATION, ITS DEVELOPER(S) (INCLUDING THE MEMBERS, OFFICERS AND DIRECTORS OF THE AFORESAID), LOT OWNERS, HOMEOWNERS ASSOCIATION, EMPLOYEES, AND STAFF FROM ANY AND ALL CLAIMS, DEMANDS, RIGHTS, ACTIONS, CAUSES OF ACTION, COSTS, LOSS OF SERVICE, COMPANIONSHIP, CONSORTIUM, FEES, EXPENSES AND COMPENSATION OF WHATSOEVER NATURE, NOW EXISTING OR HEREINAFTER ARISING WHICH MAY BE ASSERTED BY ANY THIRD PARTIES AGAINST THREE RUNS PLANTATION, ITS DEVELOPER(S) (INCLUDING THE MEMBERS, OFFICERS AND DIRECTORS OF THE AFORESAID), LOT OWNERS, HOMEOWNERS ASSOCIATION, EMPLOYEES, AND STAFF ARISING OUT OF MY PARTICIPATION IN SAID EQUESTRIAN ACTIVITIES WITHIN THREE RUNS PLANTATION.

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.

Date: _____

Name (print): _____

Signature: _____

Parent or Guardian for Minor:

Name (print): _____

I AM THE PARENT OR GUARDIAN FOR THE ABOVE NAMED MINOR. I ACCEPT THE CONDITIONS OF THIS RELEASE AND WAIVER ON BEHALF OF THE MINOR AND ANY OTHER PARENT OR GUARDIAN OF THE MINOR. I ALSO AUTHORIZE ANY EMERGENCY MEDICAL CARE THAT MAY BE NECESSARY.

Signature: _____