



Release and Consent Waiver

I, the undersigned (hereinafter referred to as “Participant”), for and in consideration of the permission to be on the grounds of Southern Eighths Farm, (hereinafter referred to as ‘FARM”), and/or on being permitted to participate in equestrian related activities while on the FARM, including, showing horses, taking lessons, jumping, walking or riding (all of the foregoing by way of example and not by way of limitation), the receipt and sufficiency whereof is all hereby acknowledged, do hereby agree and consent to the following:

Release and Waiver from Liability: I, by execution of this General Release and Waiver of Liability, do hereby waive, dis-charge, release and agree not to make or bring any claim of any kind against Southern Eighths Farm LLC and Classic Eventing, LLC, their members, managers, lessees, employees, agents, representatives, guests, landowners, landholders or other persons making property available and all related and affiliated corporations, successors, assigns, heirs, administrators and representatives (hereinafter collectively referred to as “Owner”), from and for any and all liability, loss, damage, costs, claims and/or causes of action, including but not limited to all bodily injury and property damage (including damages, injury or illness to any horse owned by me) whether arising out of participation in an equestrian activity, being upon the premises of the Farm, maintenance or repair of any facility located on the Farm or any other act caused by Owner or others while I am in, or upon the premises of FARM. All personal property kept, placed or left on or about the premises shall be at my sole risk as to loss, theft, injury or damage and Owner shall have no responsibility for such loss, theft, or damage to any such personal property.

Hold Harmless: I hereby agree to INDEMNIFY AND SAVE AND HOLD HARMLESS Owner from any loss, liability, damage, or costs the Owner may incur due to my presence or the presence of my employees, agents, invitees in, or upon the FARM.

Assumption of Risk: I fully understand that equestrian activities and being or working around horses are very dangerous activities. I acknowledge and agree to assume all risks inherent in equine activities and have notice of all risks inherent in equine activities including (1) the propensity of an equine to behave in dangerous ways which may result in injury to the participant (2) the inability to predict an equine’s reaction to sound, movements, objects, persons or animals, and (3) hazards of surface or subsurface conditions and riding over unknown terrain where hazards may be hidden by vegetation or development. I wish to participate in these activities knowing they are dangerous.

Damage: I agree to be responsible for all damage caused by me, my animals, or anyone utilizing the premises with the consent of or at my request.

Cost of Enforcement: I agree to be liable for all of Owner’s reasonable attorney’s fees and other costs resulting from by breach of any provision of this Release and Waiver. I further expressly agree that the foregoing release, waiver and indemnity provisions are intended to be as broad and inclusive as is permitted by law.

Choice of Law and Venue: I agree that 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 or thing affecting this Release and Waiver, the parties hereto hereby designate Chesterfield County, South Carolina, as the jurisdiction and the venue in which same is to be instituted. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

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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 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.

Having read the preceding, I acknowledge my understanding of those risks set forth herein and knowingly agree to accept full responsibility for my exposure to such risks. I acknowledge a full and complete understanding of the limitations of liabilities and waiver of certain rights that I may have and granting of releases contained herein and knowingly consent thereto. Furthermore, my signature hereby indicates my agreement to wear an ASTM/SEI approved hard hat and appropriate boots at all times while riding at Southern Eighths Farm and to obey all rules set forth by Classic Eventing and Southern Eighths Farm.

Signature

Printed Name

Date

Signature of parent/legal guardian if under age eighteen

Printed Name

Date

Canine Responsibility

In the event I bring my dog to the FARM, I hereby warrant, represent and agree as follows:

- i. I am solely responsible for any harm caused to any other dog, horse or human by my dog while my dog is in attendance or otherwise on the property of the FARM.
- ii. When allowing my dog to be on, or at the premises of the FARM, the FARM is relying on my representation and warranty that my dog is in good health and has not harmed or showed aggressive or threatening behavior towards any person, horse or any other dog.
- iii. I hereby agree to defend, indemnify and save harmless the Owner from and against all loss, costs, damages, expense and liability (including, reasonable attorneys' fees) resulting from, or by reason of the presence of my dog on the FARM.

Signature

Printed Name

Date

