

**ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNITY
AGREEMENT**

“Effective Date”: _____

“Guest”: _____

Guest’s Address: _____

Phone: _____

E-Mail: _____

“Guest’s Emergency Contact” Name & Phone:

“Minor” Participant: _____

“Minor” Participant: _____

“Provider”: Oldfield Club

“Provider’s Location”: 1 Hoggs Tavern

Okatie, South Carolina 29909

Phone: 843-645-4600

E-Mail: _____

This **ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT** (the “Agreement”) is entered into by and between the Provider and Guest identified above. Provider and Guest may hereinafter be referred to as the “parties”, and each, individually, as “party”.

WHEREAS, Provider’s Location serves as a location for equine riding lessons, equestrian clinics, competitions, demonstrations and other equine and non-equine related activities;

WHEREAS, Provider is engaged in the business of boarding, training, instructing, showing, competing with equines and hosting and facilitating equestrian related events and activities held both on and off Provider’s Location (“Services”);

WHEREAS, Guest desires to enlist Provider’s Services from time to time for Guest and Guest’s equine;



WHEREAS, the parties intend this Agreement to be enforceable whether the Services are rendered at Provider's Location or elsewhere;

NOW, THEREFORE in consideration of the mutual covenants and agreement hereinafter set forth, and for other good and valuable consideration, the nature, receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. INHERENT RISKS:

Guest acknowledges, on Guest's behalf and on behalf of Minor(s), the intrinsic dangers of equine activities, including but not limited to; the propensity of equines to behave in ways that may result in injury, harm, or death to persons on or around them; that equines behave in ways such as running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on; the unpredictability of an equine's reaction to such things as sounds, sudden movement, elements of nature, unfamiliar objects, persons or other animals, even those unseen by humans; certain hazards such as surface and subsurface conditions; collisions with other animals or objects; and the potential of a participant or spectator of an equine activity to act in a negligent manner that may contribute to injury to the Guest, Minor(s), or others.

Guest acknowledges, on Guest's behalf and on behalf of Minor(s), that risks arising out of, under and in connection with this Agreement, all equestrian related activities, as well as Guest's and Minor(s)' presence at Provider's Location or otherwise are extremely dangerous, that accidents involving equines are frequent and typically emergent in nature, that the condition of the land is often hazardous, and the footing is seldom perfect. Injuries incurred can often be severe, require hospital stays, can result in lasting residual effects, broken bones, concussion, paralysis, brain injury, and catastrophic death. Injuries received may be compounded or increased by negligent or delayed rescue operations.

Guest acknowledges, on Guest's behalf and on behalf of Minor(s), that while particular protective equipment, safety precautions and personal discipline may minimize these risks, the risk of serious injury and death does exist.

Guest acknowledges, on Guest's behalf and on behalf of Minor(s), that Provider has made no representations regarding the safety of any trails, paths or riding areas, on or off of Provider's Location, that Provider does not maintain or inspect such trails, paths or riding areas, and that there may be additional risks in riding or otherwise traveling over such areas.

Guest further acknowledges, on Guest's behalf and on behalf of Minor(s), that these are just some of the risks, that Guest is not relying on Provider to list all possible risks, and Guest, on behalf of Guest and on behalf of Minor(s), agrees to assume others not mentioned herein.

Guest affirms, on Guest's behalf and on behalf of Minor(s), that Guest has inspected Provider's Location and is satisfied that all conditions relating to the performance of this Agreement are reasonably safe for the intended purpose and usage.

Guest affirms, on Guest's behalf and on behalf of Minor(s), that Guest and Minor(s) are in good health, qualified, and in proper physical condition to participate in all equine and non-equine related activities arising out of, under or in connection to this Agreement.

2. Assumption of Risk, Waiver of Liability and Indemnification:

In view of the aforementioned knowledge and IN CONSIDERATION for Provider allowing Guest and/or Minor(s) to enter Provider's Location and/or to participate in any equine and non-equine related activities arising out of, under and in connection with this Agreement, Guest, for his/herself, on behalf of Guest's child and/or legal ward, spouse, heirs, next of kin, estate, administrators, personal representatives or assigns and on behalf of Minor(s) (the "Releasors"), **hereby KNOWINGLY AND FREELY ASSUME ALL SUCH RISK, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE of those persons released from liability herein, and assume full responsibility for my and Minor(s)' participation in all equine and non-equine related activities held at Provider's Location or otherwise that arise out of, under or in connection to this Agreement;** and, I, for myself and on behalf of the Releasors, to the fullest extent permitted by law, **HEREBY RELEASE, INDEMNIFY, DEFEND, HOLD HARMLESS, PROTECT, COVENANT NOT TO SUE, EXONERATE AND DISCHARGE** PROVIDER, PROVIDER'S AGENTS, EMPLOYEES, VOLUNTEERS, OFFICERS, DIRECTORS, MEMBERS, REPRESENTATIVES, OFFICIALS, ASSIGNS, MANAGERS, OWNERS OF PREMISES AND TRAILS, AFFILIATED ORGANIZATION, INSURERS, GUESTS, AND/OR OTHERS ACTING ON THEIR BEHALF (hereinafter, collectively referred to as "Associates") of and from any and all loss, claims, damages, demands, actions, liability, causes of action, economic and non-economic losses and expense **WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH,** or loss or damage to person or property, arising out of, under, or in connection to this Agreement, while at Provider's Location or otherwise **WHETHER CAUSED OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE PROVIDER AND/OR ASSOCIATES OR OTHERWISE,** except that which is the result of gross negligence, and/or willful or wanton misconduct of Provider or Associates.

3. Consent to Minor(s)' Participation:

Guest affirms Guest is the parent or legal guardian of the Minor(s) listed herein and, in view of the aforementioned knowledge, does hereby consent to Minor(s)' participation in any and all equine and non-equine related activities arising out of, under or in connection to the Agreement.

4. Medical Authorization:

Provider agrees to make a reasonable attempt to contact Guest and/or Guest's Emergency Contact at the above provided telephone number should Minor(s) and/or Guest need medical care while participating in equine activities at Provider's Location. If, however,

Provider is unable to contact Guest and/or Guest's Emergency Contact, Guest hereby authorizes Provider to secure consent to such medical treatment as Provider may deem to be in the best interest of Minor(s) and/or Guest on any occasion when prompt treatment is recommended by the treating physician and Guest and/or Guest's Emergency Contact is unavailable to consent to such medical treatment.

5. Severability:

The invalidity or unenforceability of any provisions of this Agreement shall in no way affect the validity or enforceability of any other provisions of this Agreement. Any invalid or unenforceable provisions shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular provisions held to be invalid or unenforceable.

6. Enforceability of the Agreement:

Guest and Provider agree this Agreement shall apply to equine and non-equine activities arising out of, under or in connection to this Agreement irrespective of the location of such activity. This Agreement shall apply to such activities held at Provider's Location and other locations including without limitation, equine competitions, trail and/or beach rides, clinics, marketing events, and other events held outside of Provider's Location.

7. Termination or Change of Agreement:

Provider, in its sole and absolute discretion, shall have the right to withdraw its grant of permission to allow Guest and/or Minor(s)' access to Provider's Location at any time and shall have the right to terminate or change this Agreement at any time upon one (1) day prior written notice to Guest. In the event Guest qualifies as a Member in good standing with Provider, as that term is defined in the Oldfield Club Bylaws, Provider shall terminate the Agreement pursuant to Section 10 of the Oldfield Club Rule Book incorporated herein by reference.

8. Restricted Access to Provider Location:

Guest shall not allow or otherwise cause any person(s) to enter, remain upon, or otherwise gain access to Provider's Location without prior written consent of Provider.

9. Attorneys' Fees:

In the event of any action instituted by Provider or Guest in connection with the enforcement or breach of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of the prevailing party's reasonable attorneys' fees, expert witness fees, court costs, and other litigation expenses. The prevailing party shall be determined based upon an assessment of which party's arguments or positions could fairly be said to have prevailed over the other party's arguments or positions on major disputed issues at trial. Such assessment should include evaluation of the following: the amount of the net recovery;

the primary issues disputed by the parties; whether the amount of the award comprises a significant percentage sought by the claimant; and the most recent settlement positions of the parties.

10. No Presumption Regarding Drafting:

The parties acknowledge that they have fully reviewed and negotiated the substance and form of this Agreement. This Agreement shall not be construed against the party causing it to be drafted.

11. Venue and Governing Law:

In the event of any action instituted by Provider or Guest in connection with the enforcement or breach of this Agreement, the choice of venue for action to be heard is Beaufort County, South Carolina. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

12. Entire Agreement:

This written Agreement constitutes the entire agreement between the parties relating to its subject matter. This Agreement is the final expression of agreement between the parties, and neither party shall be entitled to rely upon any conflicting written or oral representations, warranties, promises, descriptions, assurances, claims or disclaimers regarding the subject matter of this Agreement. No other agreements, warranties, promises, descriptions, assurances, claims, disclaimers, or representations, verbal or implied, are included herein unless specifically stated in this written Agreement.

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 RESULTING FROM AN INHERENT RISK OF EQUINE ACTIVITY, PURSUANT TO ARTICLE 7, CHAPTER 9 OF TITLE 47, CODE OF LAWS OF SOUTH CAROLINA, 1976.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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SIGNER STATEMENT OF AWARENESS

I, THE UNDERSIGNED, REPRESENT THAT I HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I AM GIVING UP SUBSTANTIAL RIGHTS AND RIGHTS OF OTHERS. I ATTEST THAT ALL FACTS STATED HEREIN ARE TRUE AND ACCURATE AND I HAVE READ AND FULLY UNDERSTAND THE PROVISIONS SET FORTH IN THIS AGREEMENT. I HAVE SOUGHT (OR HAVE BEEN GIVEN THE OPPORTUNITY TO SEEK) LEGAL ADVICE REGARDING THIS AGREEMENT. I AM SIGNING THIS FREELY AND VOLUNTARILY WHILE OF SOUND MIND AND NOT SUFFERING FROM SHOCK, OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS OR INTOXICANTS.

IN WITNESS WHEREOF, Guest and Provider have executed this Agreement effective as of the Effective Date.

GUEST:

Name: _____

Signature: _____

PROVIDER:

OLDFIELD CLUB,

A South Carolina Nonprofit Organization.

By: _____

Name: _____

Its: Agent