

**HERITAGE EQUINE EQUIPMENT SCHOOLING SHOW**

**JANUARY 24, 2021**

**Longfield Stables at Palmetto Bluff  
24 Healy Rd., Bluffton, SC 29910**

**HOLD HARMLESS AND LIABILITY STATEMENT**

I am aware that riding horses is an athletic event, which potentially poses a serious risk of injuries to myself and to my horse. I understand that I, or my horse, may be injured as a result of my negligence, the negligence of others, or through no fault of my own or anyone else due to the activity in which I am going to be engaged. I hereby agree to hold harmless SCDCTA, Rosecourt, LLC, Carol Freligh, Jimeale Hede, or any member therein, any volunteers or any other participants for any injuries including death, which I or my horse may sustain while participating in this event.

\_\_\_\_\_  
Rider/Competitor Print Name (or Parent/Guardian if rider/competitor is 17 or younger)

\_\_\_\_\_  
Rider/Competitor Signature (or Parent/Guardian if rider/competitor is 17 or younger)

\_\_\_\_\_  
Date



<http://www.heritageequineequip.com>

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**AGREEMENT TO PRACTICE THE EVENT ORGANIZER COVID-19 MITIGATION PROTOCOL**

We are all in this together and the situation requires that each and every one of us take personal responsibility for the health, safety, and welfare of ourselves, our family members, and our colleagues and peers in this environment. Whether participant, trainer, groom, event organizer, volunteer or vendor and support personnel, we each need to exercise caution, take precautionary measures, be accountable, and utilize good judgement at all times while interacting with one another at competitions.

I agree to the following mitigation practices concerning COVID-19:

- I have taken my body temperature prior to entering the event grounds and my temperature is below 99.5° F (37.5° C).
- I have not exhibited symptoms of COVID-19 or been in contact with someone who has tested positive for COVID-19 within the last two weeks.
- I will wear a facemask or face covering OR maintain social distancing of six (6) feet. When mounted on a horse, a facemask or face covering is not required.

I understand the COVID-19 mitigation practices outlined by the Event Organizer and agree to comply with those mitigation practices.

*Signature	Print Name as Signed	Date
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Emergency Contact Name	Emergency Contact Phone #
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\*If the rider is 17 years of age or younger, the parent or guardian signs the agreement and is responsible for the minor and the practices listed.



**8 4 3 - 6 9 4 - 1 4 5 0**  
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**THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT AND/OR §15-48-10 OF THE SOUTH CAROLINA CODE OF LAWS (1976), AS AMENDED.**

**LONGFIELD STABLES EQUESTRIAN CENTER  
HORSE RIDING AGREEMENT AND LIABILITY RELEASE FORM (the "Agreement")**

**PALMETTO BLUFF OPERATIONS, LLC,  
A SOUTH CAROLINA LIMITED LIABILITY COMPANY (the "Company")  
PLEASE READ CAREFULLY BEFORE SIGNING**

**SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY.  
THIS STABLE DOES NOT GUARANTEE YOUR SAFETY.**

**THE UNDERSIGNED PARTY OR PARTIES HEREBY AGREE AS FOLLOWS:**

**A. RIDER.** The following listed individual (the "Rider"), and the parents or legal guardians thereof if a minor, do hereby acknowledge he or she may participate in Horse Riding (as defined herein) at Longfield Stables (the "Stable") and within certain designated areas within the planned unit development known as Palmetto Bluff, Beaufort County, South Carolina ("Palmetto Bluff").

\_\_\_\_\_ Rider's Name    Age (if under 21) \_\_\_\_\_

**B. AGREEMENT OF SCOPE AND TERRITORY.** This agreement shall be legally binding upon (A) me, the registered Rider, my heirs, family members, estate, assigns, including all minor children and legal or personal representatives, executors, administrators, successors and assigns and (B) if on behalf of a minor, the registered Rider, me, the minor's parents or legal guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns thereof (collectively the "Releasing Parties"), and it shall be interpreted according to the laws of the State of South Carolina and Beaufort County. Any dispute shall be handled in accordance with the arbitration language contained herein. The term "Horse" herein shall refer to all equine species. The term "Horseback Riding" or "Riding" herein shall refer to riding or otherwise handling of horses, ponies, mules, or donkeys, whether from the ground or mounted, foxhunting and related activities, and driving a cart, carriage or other horse-drawn vehicle. The term "Rider" shall herein refer to a person who rides a horse mounted, drives or is a passenger in a horse-drawn vehicle, or otherwise handles or comes near a horse from the ground. The terms "I", "me", "my" and "we" shall herein refer to the above registered rider and the parents or legal guardians thereof if a minor.

**C. RIDER RESPONSIBILITY.** I shall be responsible for the Rider's safety and for evaluating the risks involved in Riding and Rider's fitness to participate, and acknowledges that the degree of risk can be affected by circumstances foreseen and unforeseen, including but not limited to the Rider's physical condition and capabilities, and that participation in Riding can result in serious injury and/or death.



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D. **CONDITIONS OF NATURE.** The Company, Stable and Stable's Associates (as defined herein) are not responsible for total or partial acts, occurrences, or elements of nature that can scare a Horse, cause it to fall, or react in some other unsafe way, including but not limited to the following: thunder; lightning; rain; wind; wild and domestic animals, insects, or reptiles, which may walk, run, fly near, bite or sting a Horse or person; and irregular footing on indoor and outdoor groomed or wild land which is subject to constant change in condition according to weather, temperature, natural and man-made changes in landscape.

E. **INSPECTION OF PREMISES.** I/WE have inspected the Horses and the Stable's facilities and trails within Palmetto Bluff and are satisfied that all Horses and the premises and Stable's conditions are reasonably safe for Rider's intended purpose, usage and presence.

F. **ACCIDENT/MEDICAL AND PERSONAL LIABILITY INSURANCE.** Should medical treatment be required, I and/or my own accident/medical insurance company shall pay for all such incurred expenses. My accident/medical insurance company is and my policy number is \_\_. Should Rider's actions cause injury or damage of any kind, I and/or my own personal liability shall pay for such damages. My personal liability insurance company is and my policy number is .

G. **LIABILITY RELEASE.** In consideration of the Company (as manager of the Stable) allowing my participation in this activity, under the terms set forth herein, I, the Rider, the parent or guardian thereof if a minor, and on behalf of the Releasing Parties, do agree to waive any action against, and agree to fully indemnify, defend and hold harmless, the following: the Company, Longfield Stables, LLC, Palmetto Bluff Company, LLC, Palmetto Bluff Club, LLC, PBLH, LLC, May River Forest, LLC, Palmetto Bluff Development Company, LLC, Palmetto Bluff Shooting Club, LLC, Montage Hotels & Resorts LLC, and each of their respective parent companies, subsidiaries, agents, servants, officers, directors, shareholders, lenders, members, managers, employees, sureties, successors and assigns, and all other related persons, firms, corporations, and associations or partnerships, whether herein named or referred to ("Stable's Associates") from and against any and all liabilities, actions, suits, proceedings, demands, injuries to person or property, losses, damages, expenses, claims and costs, including reasonable attorneys' fees and court costs, arising, indirectly or directly out of any Riding activity, in connection with the Horses or this agreement.

H. **SOUTH CAROLINA LAW.**

**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, AND NO PARTICIPANT OR PARTICIPANT'S REPRESENTATIVE MAY MAKE A CLAIM AGAINST, MAINTAIN AN ACTION AGAINST, OR RECOVER FROM AN EQUINE ACTIVITY SPONSOR, OR AN EQUINE PROFESSIONAL, FOR INJURY, LOSS, DAMAGE, OR DEATH OF THE PARTICIPANT RESULTING FROM AN INHERENT RISK OF EQUINE ACTIVITY. SECTION 47-9-720, SOUTH CAROLINA CODE OF LAWS, 1976 (AS**



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**AMENDED).**

**I. ARBITRATION AND CHOICE OF LAW.**

The parties agree that any and all claims relating to or arising from the creation, effect, enforcement, implementation, construction, interpretation, and application of this agreement shall be resolved by binding arbitration, before a single arbitrator. The arbitration shall be conducted in Beaufort County, South Carolina. The arbitrator shall be an attorney selected by consent of the parties. If the parties are unable to agree on the arbitrator, each party shall identify a proposed arbitrator, then these two proposed arbitrators shall select the single arbitrator. If the two proposed arbitrators cannot agree on the arbitrator, and so state in writing, then the arbitrator shall be selected by the President of the Beaufort County Bar Association. The arbitrator shall apply the law of the State of South Carolina to all disputes. The arbitrator may permit such discovery as he/she deems appropriate, and shall establish a schedule to timely resolve all disputes. Each party shall bear their own attorney's fees and costs. The arbitrator shall be paid his/her normal rates, and this cost will be divided equally between the parties. Any disputes as to costs shall be decided with finality by the arbitrator. Any decision by the arbitrator may be confirmed by a court of competent jurisdiction, and shall carry the force of a binding and final judgment.

**All Riders and Parents or Legal Guardians must sign below after reading this entire document:**

**SIGNER STATEMENT OF AWARENESS**

**I/WE, the undersigned, have read and do understand the foregoing agreement, warnings, assumption of risk and release and understand that I/WE are giving up substantial rights, including the right to sue. I/WE further attest that all stated facts are true and accurate. I/WE acknowledge that I/WE are signing this agreement freely and voluntarily, are aware of its legal consequence and intend by my/our signature(s) to be a complete and unconditional release of all liability to the greatest extent allowed by law.**

\_\_\_\_\_  
Signature of Rider (Spouses must sign for themselves)      DATE

\_\_\_\_\_  
Signature of Parent, Guardian and/or Spouse #1      DATE

\_\_\_\_\_  
Signature of Parent, Guardian and/or Spouse #2      DATE

Address in Full:

HO. PHONE #

BUS. PHONE #

NPHH1:575993.3-DOC-(EMH) 049987-00002



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