

Wateree Hounds Waiver and Indemnity Release Season 2023-2024



RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY 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

IN CONSIDERATION of being permitted to participate in the equestrian trail rides, fox hunting, clinics, horse showing, trail clearing and /or social gatherings with WATEREE HOUNDS (all of the above, collectively, the “Equine Activities”) and the Undersigned, _____ or for child of Undersigned, (name of child) _____ for him or herself, his or her personal representatives, heirs and next of kin:

1. Acknowledges, agrees, and represents that he or she is knowledgeable of the inherent risk of Equine Activities, is experienced and comfortable in the company of horses, hounds and experienced in riding.

2. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE WATEREE HOUNDS, or the masters, directors, shareholders, officers, independent contractors, agents and employees of WATEREE HOUNDS, or the owners, heirs, representatives, partners, agents, partners, directors or families of the private or public properties which Wateree Hounds activity is participating upon including locations of PlumField Plantation, Macburn Plantation, Brewer Plantation, or Lugoff Farms (the “Releasees”) FROM AND FOR ANY AND ALL LIABILITY TO THE UNDERSIGNED, his or her personal representatives, assigns, heirs and next of kin FOR ANY AND ALL LOSS OR DAMAGE WHATSOEVER, AND ANY CLAIM OR DEMAND THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH, and arising out of or related in any way to the Equine Activities participated in or spectating by the Undersigned for any reason.

3. HEREBY AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND the Releasees and each of them from and against any and all claims, loss, liability, damages, suits, actions of any kind, including reasonable attorney fees, that arise or may arise out of or be related in any way to participation by the Undersigned in the Equine Activities, whether asserted by the Undersigned, his or her heirs, executors or assigns or by any 2 third person or entity.

4. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE including any INJURY TO, DEATH OR LOSS OF, OR LOSS IN VALUE OF any horse, arising out of or related to participation in Equine Activities.

5. HEREBY acknowledges that he or she will be engaging in Equine Activities that require both physical and mental stamina and strength, and he or she believes and has represented to the Releasees that he or she is physically and mentally fit to participate in the Equine Activities, and that HE OR SHE UNDERSTANDS THAT EQUINE ACTIVITIES MAY BE DANGEROUS AND INVOLVE RISK OF SERIOUS INJURY, DEATH, AND/OR DAMAGE TO PROPERTY, INCLUDING DAMAGE, INJURY OR DEATH OF THE HORSE.

6. HEREBY agrees that this Agreement extends to all acts or omissions of the Releasees, and is intended to be as broad and inclusive as is permitted by the laws of the State of South Carolina and of any other State or Province in which the Equine Activities may be or are conducted, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND IT BY MYSIGNATURE TO BE A COMPLETE.

SIGN _____ NAME (print) _____

HUNT AFFILIATE _____ POSITION _____ Date _____

Address _____ state _____ zip _____ phone C. _____

Email _____ Emergency Contact _____

Participant is under the age of 18 - PARENT must fill and sign a release.

NAME OF JUNIOR _____

Parent Siganature _____