



WAIVER AND RELEASE

The undersigned, acknowledging and certifying he or she is over the age of 18, or will be accompanied by a parent or guardian who is over the age of 21, and in consideration for being allowed access at Macburn Plantation (hereinafter “Macburn”), consisting of real property owned by Macburn, LLC, Macburn 2, LLC, Macburn 3, LLC, William (Billy) Clyburn and Virginia Clyburn-Ipock (the “Owners”), the receipt and sufficiency of which is hereby acknowledged, do for myself, family members, heirs and assigns, hereby release the Owners, their members, managers, owners, officers, employees, representatives, agents, heirs, and successor and assigns from any and all liability, claims, losses, or damages with respect to my participation in activities at Macburn. I hereby acknowledge that my primary activities shall consist of fox hunting and horseback riding, which are inherently dangerous activities, and I assume all risks associated with such activity, and further agree that I shall bear sole responsibility for my activities and my compliance with all applicable laws and regulations.

Further, the undersigned represents and warrants that he or she is experienced in the safe and responsible riding of horses and is licensed for the purposes stated herein. That the undersigned will act in a sportsmanlike manner with proper consideration for other guests and/or persons affiliated with Macburn and/or Wateree Hounds. That the undersigned will follow the safety rules and instructions from any and all personnel and that at any point for any reason, Macburn and/or the Wateree Hounds have the right to terminate any and all actions and/or activities occurring on Macburn.

Further, in consideration of being allowed to enter the premises of Macburn, I, the undersigned, hereby release, discharge, waive, hold harmless, indemnify, and covenant not to sue Macburn or Wateree Hounds for any loss, damages or injury, including death, to my person or property, or for any other consequences arising from, out of, or as a result of participation in any activity taking place at Macburn. The undersigned hereby waives and agrees to protect, indemnify and defend Macburn and Wateree Hounds from and against any and all liabilities, claims, suits, actions, and costs arising from or connected to loss, damage or injury to person or property which loss, damage or injury is caused by, related to, or arises out of any activity taking place at Macburn or any facilities associated thereto by me or any persons affiliated with me.

I also consent to and authorize any and all emergency medical treatment to me, as may be deemed appropriate under the circumstances. I also hereby agree to be, at all times relevant hereto, compliant with any and all laws of the State of South Carolina, including local laws, rules, and regulations.

Finally, the undersigned acknowledges that he or she is voluntarily participating in an inherently dangerous activity at my own risk. He or she is aware of the risk associated with this activity, which may include, but are not limited to: death, pain and suffering, disfigurement, disability, and economic loss. I understand that these injuries or outcomes may arise from my own



or others' negligence and/or conditions of the activity. Understanding, acknowledging, and appreciating these risks the undersigned voluntarily assumes them and covenants not to sue Macburn or Wateree Hounds for any loss, damages or injury, including death, to my person or property, or for any other consequences arising from, out of, or as a result of participation in any activity taking place at Macburn.

Printed Name: [Click or tap here to enter text.](#)

Signature: __

Date:

Persons under the age of 18 [Click or tap here to enter text.](#)

Parent's signature _

Date:

☐Electronic signature is accepted. [Click or tap here to enter text.](#)