



LEGACY FARMS
SUMMERVILLE, SC

PONY EXPRESS CAMP Release of Liability

Legacy Farms LLC, including all affiliates such as owners, members, volunteers, and Camp Leader, Tabatha Sclafani, hereinafter referred to as Manager and _____ (parent/guardian) hereinafter referred to as PARENT/GUARDIAN, agree to the following terms, conditions, waivers with regard to _____ (name of minor), herein referred to as RIDER, on this _____ day of _____ 20__.

The undersigned acknowledges there are inherent risks associated with equine activities such as described below and hereby expressly assumes all risks associated with participating in such activities. Inherent risks include but are not limited to, the propensity of equines to behave in ways such as running, bucking, biting, kicking, shying, stumbling, rearing, falling, or stepping on, that may result in an injury, harm, or death to persons on or around them; the unpredictability of equines reaction to such things as sounds, sudden movements, unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a rider to act in a negligent manner that may contribute to injury to the rider or others, such as failing to maintain control over the animal or not acting within the riders ability.

RIDER (PARENT/GUARDIAN) acknowledges that horses, by nature, are unpredictable and subject to whim, which may include behavior including but not limited to, kicking, biting, shying, bucking, stumbling, bolting, and other such unpredictability. RIDER (PARENT/GUARDIAN) assumes all risk in connection therewith and expressly waives any claims for any injury or loss arising from such. RIDER agrees to abide by and follow MANAGER's rules and regulations, which shall be posted and/or available upon request. RIDER further acknowledges that the behavior of any animal is contingent to some extent upon the ability of RIDER. RIDER (PARENT/GUARDIAN) assumes all risks therefore and warrants a full and fair disclosure of RIDER's abilities shall be made to MANAGER.

WARNING – UNDER SOUTH CAROLINA LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.

RIDER (PARENT/GUARDIAN) AGREES TO HOLD HARMLESS, INDEMNIFY AND DEFEND MANAGER AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, JUDGEMENTS, ORDERS, COSTS OR EXPENSES, INCLUDING ATTORNEY'S FEES, WHICH MAY IN ANY WAY ARISE FROM OR BE IN ANY WAY CONNECTED WITH RIDER'S USE OF OR PRESENCE UPON THE PROPERTY/FACILITY OF THE MANAGER, REGARDLESS OF ANY STATUTE OF LIMITATIONS OR CONTRACTUAL LIMITATION OF ACTIONS.

Any action brought under this agreement shall be brought within one year of the incident or accident giving rise to said claim. RIDER (PARENT/GUARDIAN) agrees that damages shall be limited to \$250 for property damage, medical, or other actual expenses incurred, and a maximum of \$100 for damages such as pain and suffering.

RIDER (PARENT/GUARDIAN) agrees to waive the protection of any applicable statutes in this jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing said release.

RIDER _____ PARENT/GUARDIAN _____

Rider date of birth (mm/dd/yyyy) _____ Telephone number _____

Address _____

Emergency contact name _____ Phone number _____

Signature of PARENT/GUARDIAN _____