



Volunteer & Participant Release From Liability and Indemnity & Hold Harmless Agreement - Page 1

NOTICE: THIS IS A LEGALLY BINDING DOCUMENT. THIS DOCUMENT RELEASES HORSE 'N' AROUND THERAPEUTIC RIDING CENTER, MARCUS AND KASIE TRIVETT AND ANY OTHER OF ITS/THEIR REPRESENTATIVES FROM ANY LIABILITY. PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING.

YOU OR YOUR CHILD MAY SUFFER SERIOUS INJURY FROM PARTICIPATION IN THIS ACTIVITY.

A. Registrant / Volunteer Agreement Purpose: In consideration of signing this agreement, we, the parents of the minor or the volunteer over 18 years old identified on the registration/application form do hereby voluntarily request and agree to our child's participation in riding and/or volunteering at Horse 'N' Around Therapeutic Riding Center, Inc. We understand that our child will either ride/volunteer with horses provided by Horse 'N' Around Therapeutic Riding Center, Inc. for instructional purposes. This agreement applies to today and all future dates on which my child rides/volunteers at Horse 'N' Around Therapeutic Riding Center, Inc.

B. Agreement Scope And Territory And Definitions: This agreement shall be legally binding upon the registered participant/volunteer and/or the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the State of South Carolina and Lancaster County. If any clause, phrase, or word is in conflict with state law, then that single part is null and void. The term "HORSE" herein shall refer to all equine species. The term "HORSEBACK RIDING" herein shall refer to riding or otherwise handling of horse, ponies, donkey whether from on the ground or mounted. The terms "RIDER", "PARTICIPANT", "STUDENT", "VOLUNTEER" shall herein refer to any person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The term "I/WE" shall herein refer to the participant/volunteer or parents of the registered participant/volunteer.

C. Activity Risk Classification: I/WE understand that horseback riding is classified as a RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY and that there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions.

Warning: Per the Code of Laws of South Carolina 1976 Annotated Title 47, Chapter 9, Article 7, an equine activity sponsor or equine professional is not liable for an injury to or death of a participant in equine activities exclusively from the inherent risks of equine activities.

Participant/Parent/Guardian Initials



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D. Nature Of Horse N Around Therapeutic Riding Center's Horses: I/WE understand that Horse 'N' Around Therapeutic Riding Center, Inc. chooses its horses for their calm dispositions and sound basic training as is required for use with participant/volunteer riders. I/WE further understand that Horse 'N' Around Therapeutic Riding Center, Inc. follows a rigid safety program. Yet, no riding horse is a completely safe horse. Horses are 5 to 15 times larger, 20 to 40 times more powerful and 3 to 4 times faster than a human. If a rider falls from a horse to the ground, it will generally be a distance of 3 ½ to 5 ½ feet, and the impact may result in injury to the rider. Horseback riding is the only sport where one much smaller, weaker predator animal (human) tries to impose its will on, and become one unit of movement with, a larger, stronger prey animal with a mind of its own (horse), and each has a limited understanding of the other. If a horse is frightened or provoked, it may divert from its training and act according to its natural survival instincts which may include but are not limited to: stopping suddenly, changing directions or speed at will, shifting its weight, bucking, rearing, kicking, biting or running from what it perceives as danger.

E. Conditions Of Nature And Inspection Of Premises: I/WE understand that Horse 'N' Around Therapeutic Riding Center, Inc. is 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. Some examples are: thunder, lightning, rain, wind; wild and domestic animals, insects and reptiles which may walk, run, or fly near a horse or person, or bite or sting a horse or person; and irregular footing on out-of-doors groomed or wild land which is subject to constant changes in condition according to weather, temperature, and natural and man-made changes in landscape.

Additionally, Horse 'N' Around Therapeutic Riding Center, Inc. is not responsible for any medical issues that may arise from the natural environment where Horse 'N' Around Therapeutic Riding Center, Inc. and the Trivett farm is located. Some examples include: ant bites, snake bites, poison oak and poison ivy. Horse 'N' Around Therapeutic Riding Center, Inc. representatives have inspected the Horse 'N' Around Therapeutic Riding Center, Inc. facilities and property and are satisfied that all premise conditions are reasonably safe for rider's intended purpose, usage, and presence on Horse 'N' Around Therapeutic Riding Center, Inc. premises.

F. Saddle Girth/Natural Loosening: I/WE understand that saddle girths (saddle fasteners around horse's belly) may loosen during a ride. If a rider notices this he/she must alert the riding instructor as quickly as possible so action can be taken to avoid slippage of saddle and a potential fall from the animal.

Warning: Per the Code of Laws of South Carolina 1976 Annotated Title 47, Chapter 9, Article 7, an equine activity sponsor or equine professional is not liable for an injury to or death of a participant in equine activities exclusively from the inherent risks of equine activities.

Participant/Parent/Guardian Initials



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G. Accidental/Medical Insurance: I/WE agree that should emergency medical treatment be required, I/WE and/or my own accidental/medical insurance company shall pay for all such incurred expenses.

Name of Rider/Volunteer _____

My accidental/medical insurance is _____ My policy number is _____

H. Guests: I/WE understand that we are personally responsible for any guests we bring to Horse 'N' Around Therapeutic Riding Center, Inc.

I. ASTM Approved Protective Headgear Is Required: I/WE agree to purchase or borrow from Horse 'N' Around Therapeutic, Inc. protective headgear which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet. I/WE understand it must be worn while riding, and that the wearing of such headgear at such time may reduce the severity of some of the wearer's head injuries and possibly prevent the wearer's death as the result of a fall or other occurrences.

J. Items And Equipment On, Owned, Used By Horse 'N' Around Therapeutic Riding Center, Inc. Or The Trivett's Farm: I/WE understand that such items and equipment are to be used only in sessions while monitored by a staff member. I/WE understand that any siblings and friends who accompany the participant/volunteer to Horse 'N' Around Therapeutic Riding Center and use these items/equipment do so at their own and their guardian's risk. Horse 'N' Around Therapeutic Riding Center, Inc. will assume no liability for the use of these items/equipment. Some examples of said items/equipment are: trampoline, bikes, basket balls, basketball goal, tennis rackets, tennis net, chalk, rock wall, scooters, swings or skate boards.

K. Hold Harmless Agreement-Liability Release: I/WE agree that in consideration of Horse 'N' Around Therapeutic Riding Center, Inc. allowing my or my child's participation in these riding/volunteer activities, under the terms set forth herein, I/WE, for myself/ourselves and/or on behalf of my/our child and/or legal ward, heirs, administrators, personal representatives or assigns, do agree to hold harmless, release, and discharge, Horse 'N' Around Therapeutic Riding Center, Inc., its owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations, insurers, and others acting on its behalf (hereinafter, collectively referred to as "Associates"), of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated, due to ordinary negligence by Horse 'N' Around Therapeutic Riding Center, Inc., or any of its Associates.

Warning: Per the Code of Laws of South Carolina 1976 Annotated Title 47, Chapter 9, Article 7, an equine activity sponsor or equine professional is not liable for an injury to or death of a participant in equine activities exclusively from the inherent risks of equine activities.

Participant/Parent/Guardian Initials _____



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I/WE do further agree that except in the event of gross negligence and willful and wanton misconduct by Horse 'N' Around Therapeutic Riding Center, Inc., and/or its Associates, WE shall not bring any claims, demands, legal actions and causes of action, against Horse 'N' Around Therapeutic Riding Center, Inc. or any of its Associates for any economic and non-economic losses due to bodily injury, death or property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of Horse 'N' Around Therapeutic Riding Center, Inc. to include while riding, handling, or otherwise being near horses owned by or in the care, custody, and control of Horse N Around Therapeutic Riding Center, Inc. or participating in any of the school activities, whether on or off the premises of Horse 'N' Around Therapeutic Riding Center, Inc.

L. Equine Warning:

THIS IS AN EQUINE FACILITY. 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. BY YOUR PRESENCE ON THESE GROUNDS YOU HAVE INDICATED THAT YOU HAVE ACCEPTED THE INHERENT RISK OF EQUINE ACTIVITIES.

BECAUSE HORSES ARE BEING ESCORTED AND RIDDEN ALL OVER THE HORSE 'N' AROUND THERAPEUTIC RIDING CENTER, INC. AND/OR THE TRIVETT FARM, THE ENTIRE PROPERTY IS CONSIDERED PART OF THE EQUINE ACTIVITY. THERE IS NO SPECTATOR AREA. ALL PERSONS ON THE PROPERTY WILL BE REGARDED AS PARTICIPANTS AND BOUND BY THE TERMS OF THE EQUINE INHERENT RISK LAW.

I/WE, the undersigned, have read and do understand the foregoing agreement, warnings, release and assumption of risk. I/WE further attest that all facts I/WE have provided relating to the rider/volunteer identified on the registration/application form and in Section G of this document including his/her physical condition, experience and age are true and accurate.

⇒ Signature _____ ⇒ Date: _____
(Participant, Parent or Legal Guardian)

⇒ Horse 'N' Around Signature _____ ⇒ Date: _____