

NEW ERA FARM

RELEASE AND INDEMNITY

WHEREAS, in consideration for and as an inducement for Karen E. Jones, David Foster and Delphine Meyers, their agents, volunteers and employees (collectively, the “Released Parties”) agreeing to allow the undersigned to engage in equine activities (including but not limited to riding, training, boarding and/or caring for horses owned, leased, under the control of or at the facility of the undersigned [the “Horses”]) known as New Era Farm located at 1720 Wire Road, Aiken, South Carolina 29805 (the “Farm”), the undersigned hereby agrees as follows:

INITIAL EACH PARAGRAPH BELOW:

_____ 1. I (we) agree to hold the Released Parties harmless from any claim for loss or injury that may be alleged to have been caused directly or indirectly to any person or thing (including the Horses) by the act of other persons, owners, guardians and/or their animals while at the Farm.

_____ 2. I (we) acknowledge and agree that the Released Parties shall not be liable for any sickness, disease, theft, death or injury which may be suffered by the Horse(s) while at the Farm. I(we) understand and acknowledge that all risks relating to boarding, training, riding and shipping of Horse(s), or for any other reason, are to be borne by us. I (we) further agree to hold the Released Parties harmless from any claim for loss to our Horse(s) by disappearance, theft, death or otherwise, and from any claim for damage or injury to our Horse(s), whether such loss, disappearance, theft, damage or injury, be caused or alleged to be caused by the negligence of the Released Parties, or by the negligence of any other person, or any other cause or causes.

_____ 3. I (we) hereby assume the sole responsibility for and agree to indemnify, defend and save the Released Parties harmless from any and all loss and expenses (including legal and expert witness fees actually incurred) by reason of the liability imposed upon any of the aforementioned parties due to bodily injuries, including death at any time resulting therefrom, sustained to any person or persons, including myself (ourselves) or on account of damage to property, arising from our Horse(s), howsoever such injuries, death or damage to property or persons may be caused, and whether or not the same may have been caused by or alleged to have been caused by the negligence of the Released Parties, their agents or any other persons.

_____ 4. I (we) expressly assume all risks for myself, guardians, my children and my animals hereunder.

_____ 5. I (WE) ACKNOWLEDGE AND AGREE, BY SIGNING THIS RELEASE AND INDEMNITY, THAT PURSUANT TO S.C. CODE ANNOTATED SECTION 47-9-720, 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.

_____ 6. I (we) understand that we are waiving the right to bring a lawsuit or make any other claim against the Released Parties, and I further understand that this release and indemnity will be presented as a complete defense against me if I (we) do bring any lawsuit or claim against the Released Parties. This release and indemnity shall be binding upon my (our) heirs executors, administrators and assigns.

MY SIGNATURE BELOW CERTIFIES THAT I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARY SURRENDER CERTAIN LEGAL RIGHTS.

Participant's Name (Please Print): _____

Age of Participant if a minor*: _____

I (print) _____ (Name of Parent or Legal Guardian Signing for Minor Child) am the parent or legal guardian for the above named minor. I have read all of this Release and I fully accept all the terms and conditions of this Release on behalf myself and the minor child noted above. I also fully accept all the terms and conditions of this Release on behalf of any other parent or legal guardian of the minor child noted above. I also authorize any emergency medical care that may be necessary for the minor child. *Note: If you are signing for a minor child under 18 years of age, you are warranting and representing that you have legal custody of the minor child. Adults signing as the legal guardian of the minor should attach legal document attesting to proof of legal guardianship.

Dated: _____

Signature of Participant, or of the Parent or Legal Guardian of the Participant if you are signing and indemnifying for a Minor Child:

Signature