



The Vista Schooling Center, LLC

2025 Release and Indemnity Form

WHEREAS, IN CONSIDERATION FOR AND AS AN INDUCEMENT FOR THE VISTA SCHOOLING CENTER, LLC, PAUL BATTON AND MORGAN BATTON 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 OR UNDER THE CONTROL OF THE UNDERSIGNED (THE "HORSES") AT THE FACILITY OF THE AFORESAID LOCATED ON OLD TORY TRAIL (THE "EQUESTRIAN CENTER") AND ADJACENT PROPERTY UPON WHICH CERTAIN RIDING TRAILS ARE LOCATED (THE "RIDING ACCESS PROPERTY") (TOGETHER THE EQUESTRIAN CENTER AND THE RIDING ACCESS PROPERTY SHALL BE REFERRED TO AS THE "FARM"), ALL IN AIKEN COUNTY, SOUTH CAROLINA, THE UNDERSIGNED HEREBY AGREES AS FOLLOWS: 1. I (WE) AGREE TO HOLD THE VISTA SCHOOLING CENTER, LLC, ITS SUCCESSORS AND ASSIGNS, (THE "COMPANY"), PAUL BATTON AND MORGAN BATTON (THE "MEMBERS"), DIRECTORS, OFFICERS, AGENTS, VOLUNTEERS AND EMPLOYEES HARMLESS FROM ANY CLAIM FOR SICKNESS, DISEASE, 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 COMPANY AND THE MEMBERS 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 RELATED 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 COMPANY AND THE MEMBERS 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 COMPANY OR THE MEMBERS, OR BY THE NEGLIGENCE OF ANY OTHER PERSON, OR ANY OTHER CAUSE OR CAUSES. THIS WAIVER RELATES SPECIFICALLY TO THE VISTA SCHOOLING CENTER, LLC, RIDING ON ADJACENT PROPERTY INVOLVES RISKS FOR WHICH THE VISTA SCHOOLING CENTER, LLC CANNOT BE HELD RESPONSIBLE. 3. I (WE) HEREBY ASSUME THE SOLE RESPONSIBILITY FOR AND AGREE TO INDEMNIFY, DEFEND AND SAVE COMPANY AND THE MEMBERS 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 FROM 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 PERSON MAY BE CAUSED, AND WHETHER OR NOT THE SAME MAY HAVE BEEN CAUSED BY OR ALLEGED TO HAVE BEEN CAUSED BY THE NEGLIGENCE OF COMPANY OR THE MEMBERS, OR THEIR AGENTS OR ANY OTHER PERSONS. 4. I (WE) EXPRESSLY ASSUME ALL RISKS FOR MYSELF, GUARDIANS, MY CHILDREN, MY PETS 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 OR A PARTICIPANT RESULTING FROM THE INHERENT RISK OF EQUINE ACTIVITY, AND NO PARTICIPANT OR PARTICIPANTS 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. SIGNING THIS RELEASE GIVES YOU THE RIGHT TO HUNT AND FISH DURING SELECT HOURS ON THE PROPERTY. 6. I (WE) UNDERSTAND THAT WE ARE WAIVING THE RIGHT TO BRING A LAWSUIT OR MAKE ANOTHER CLAIM AGAINST COMPANY OR THE MEMBERS, DIRECTORS, OFFICERS, AGENTS, VOLUNTEERS AND EMPLOYEES, 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 COMPANY OR THE MEMBERS, DIRECTORS, OFFICERS, AGENTS, VOLUNTEERS AND/OR EMPLOYEES. THIS RELEASE AND INDEMNITY SHALL BE BINDING UPON MY (OUR) HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS.

WARNING - UNDERS 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 CAROLING, 1976.

_____ MY INITIAL HERE CERTIFIES THAT I HAVE READ THIS ENTIRE DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS

DATE: ____ / ____ / ____

SIGNATURE: _____

PRINTED NAME: _____

If Minor, Parent/Guardian Signature: _____

Emergency Contact Name & Phone Number: _____.