



## RELEASE, WAIVER OF LIABILITY AND INDEMNIFICATION

PARTICIPANT NAME (Print): \_\_\_\_\_

In consideration of the undersigned Participant engaging in any activities, including participating in and/or observing equestrian activities, allowed by the Greenspace Conservation Easement and GREENSPACE OF FAIRVIEW, LLC on any and all properties subject to the Greenspace Conservation Easement, Participant, and on behalf of his or her heirs, next of kin, dependents, representatives successors or assigns, DOES HEREBY AGREE to hold harmless, release, discharge, and indemnify (including costs and attorney fees) GREENSPACE OF FAIRVIEW, LLC, its managers, employees, independent contractors, insurers, volunteers, and GREENSPACE Shareholders/Property Owners (hereinafter collectively "GREENSPACE"), of and from all claims, demands, causes of action, and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to GREENSPACE's simple negligence; and DOES FURTHER AGREE that, except in the event of GREENSPACE's gross negligence and willful and wanton misconduct, Participant shall not bring any claims, demands, or legal actions against GREENSPACE, as stated above in this clause, for any economic and/or non-economic losses, for any reason including, but not limited, to bodily injury, death, and/or property damage, sustained by Participant and/or his/her dependents, guests and employees in relation to the properties and operations of GREENSPACE.

Participant is hereby given notice of the risks of equestrian activities (including fox hunting, trail riding, and hunter pace events) such as: (i) the propensity of an equine to behave in dangerous ways which may result in injury or death to the participant; (ii) the inability to predict an equine's reaction to sound, movements, objects, persons, animals, machinery, or manmade or natural conditions (including the activities of property owners); (iii) hazards of surface or subsurface conditions; (iv) trail conditions and trail-side and adjoining area conditions; and (v) conduct of other riders. Participant specifically assumes these risks and the risks of acts or omissions by GREENSPACE, whether or not related to the preceding enumerated risks.

Participant verifies that he/she is in good health and that he/she has no physical limitations which would preclude his/her safe participation in riding activities. Participant agrees that prior to participating he/she will be satisfied with the ground and all other conditions and, if not satisfied, he/she will not participate.

Participant understands that GREENSPACE does not, and will not: provide medical or hospitalization or services for Participant. Participant certifies that he/she will be fully and adequately covered by his/her own insurance while participating or observing. Participant acknowledges that NO medical or veterinary emergency services or other services are provided or will be provided by GREENSPACE. Participant agrees, and warrants that, while mounted, he/she will wear ASTM approved protective headgear.

Participant acknowledges that he/she is aware that: "Under South Carolina law, an equine activity sponsor or equine professional is not liable for any injury to or the death of a participant in 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." Participant further specifically agrees to waive any right Participant may have under the above statute to claim damages for injuries resulting from a dangerous latent condition that was known or should have been known to GREENSPACE.

Participant agrees that he/she will abide by any rules and/or guidelines for all properties covered by the Greenspace Conservation Easement.

Participant states that he/she has fully read and understood the terms of this document, understands that each and every one of the terms are contractual and not a mere recital; and that he/she has signed this document by his/her own free act.

This Release/Waiver/Indemnification will remain fully in force and effect, and shall not require renewal, unless terminated by GREENSPACE.

Signature of Adult Participant: \_\_\_\_\_  
Date: \_\_\_\_\_

### **SPECIAL INSTRUCTIONS FOR PARTICIPATION OF MINORS**

No minor may participate in any event on GREENSPACE unless the following conditions are met:

- 1. Parent or legal guardian of minor must sign this release.**
2. By signing this release, parents or guardians expressly agree that they, jointly and severally, shall fully reimburse GREENSPACE for all costs of any adverse action taken against GREENSPACE by or on behalf of the minor.
3. A parent (or guardian) **must** sign a release for emergency medical transport and treatment (attached).

Name of minor participant (Print): \_\_\_\_\_  
Signature of minor participant: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of parent/guardian: (1) \_\_\_\_\_ Date: \_\_\_\_\_  
Signature of parent/guardian: (2) \_\_\_\_\_ Date: \_\_\_\_\_