Tryon Hounds Waiver Instructions

Digital Waivers - MUST BE 18 or OVER

1. Follow instructions online for filling out forms, initialing pages, and signing the relevant waivers.
2. After all required fields are completed, an email from Adobe will be sent to your inbox asking you to confirm your signature and email address. Click the email to confirm, and a copy of the signed document will be sent to both Tryon Hounds and to your email address.

Manual Waivers

M¢ Print out a copy of all waivers in the package you have selected.
H¢ Fill out the forms, initial and sign where required.
O¢ If you are under the age of 18, you will need to get parental or guardian signatures.
Π¢ All pages will need to be delivered to Tryon Hounds by email, snail mail or by hand.

5. For Hunting or Capping:
   - Email waivers for hunting to Sue Haldeman at ꀤ2y2NI·Nè{ŜŎNŜúI·Nè¢ꀤ ꁔ ∃Y ꀤ·xf¢Ŏ2Y
   - Snail mail or hand deliver to Sue at 3341 Landrum Mill Road, Campobello, SC 29322
   - Bring to the hunt meet and Kl·yŘ deliver to Sue or the Cield {ecretary

TRYON HOUNDS, INC.
RELEASE, WAIVER and INDEMNIFICATION AGREEMENT
NOTICE of APPLICABLE STATUTES, WARNINGS
Adopted August 18, 2023 – Revised August 25, 2026

Read this carefully. You participate at your own risk.

Participating in horseback riding, foxhunting, cross country recreational trail riding, competition and other equine activities, mounted, unmounted, in preparation to participate, or as a spectator ("Equine Activities") is EXTREMELY dangerous. It is my/my child's choice to participate in Equine Activities for personal benefit. In this Agreement, I /my child accept all of these risks, and agree to release and indemnify any Protected Party from any and all liability for accident or injury, including death, while participating in Equine Activities.

In exchange for permission to participate in Equine Activities and to use private property ("Property") while engaging in Equine Activities for personal benefit and enjoyment, I/my child acknowledge and agree that:

1. EQUINE ACTIVITIES ARE DANGEROUS. Equine Activities involve substantial inherent and other risks, including, without limitation, (i) the possibility of an equine behaving in dangerous ways which may result in injury, harm, or death to persons on or around them. (ii) the unpredictability of an equine's reaction to such things as sound, sudden movement, unfamiliar objects, persons or other animals (including the activities of Landowners), (iii) hazards of surface or subsurface, trail, trail-side, and adjoining area conditions, (iv) negligent conduct of other riders or uncontrolled horses, and (v) unsecured, dilapidated or unsafe jumps or obstacles due to natural conditions or neglect. I/my child understand and assume all risks involved in Equine Activities.

2. PROTECTED PARTIES ARE NOT RESPONSIBLE. Tryon Hounds, Inc. (“Tryon Hounds”) CETA, FETA, Golden Hills of Fairview Homeowner's Association, Inc., Green Space of Fairview, LLC, NPA, NPA Property Owners, Slater Properties, Inc., Tryon Equestrian Farmsowners' Association 1, Inc., and any Landowner or Lessee of Property (including their respective managers, members, shareholders, certificate holders, boards, officers, employees, agents and volunteers) ("Protected Party/Parties") shall not be responsible or legally liable for my/my child's presence on the Property or participation in Equine Activities. I/my child release and hold harmless each and every Protected Party from, and indemnify them against, any and all loss, damage or injury, including death, from any cause, including the negligence of any Protected Party.

3. LANDOWNERS ARE NOT RESPONSIBLE. I have paid no charge or fee to any Landowner for my/our recreational use of the Property. Any dues or fees paid to non-landowners are for benefits or services provided or event entrance fees.

INITIAL _____

4. PARENT or GUARDIAN RESPONSIBLE FOR CHILDREN. The Property, including any obstacles intended for jumping, is not an attractive nuisance and I am solely responsible for supervising my child's participating in Equine Activities. I will not permit my minor child to participate in Equine Activities without such supervision, instruction and experience, as I deem necessary for his/her safe participation.

5. MULTI USE PROPERTY AND HAZARDOUS CONDITIONS. Many other people may be using the Property for a variety of purposes. Horses and other livestock, wild animals, other riders, hikers, bikers, resident or roaming dogs, children, hunters, persons using power equipment, machinery and vehicles, trespassers and many other potential users and hazards are likely to be encountered on multi-use Property and may cause or contribute to accidents, injury, death, loss or damage while on the Property whether or not engaged in Equine Activities. Property conditions change constantly due to hazards caused by water, waterways, soil and subsurface conditions, trees, vegetation, animals and other natural or man-made causes, including neglect or negligent maintenance. The Property may be in remote locations difficult to find or inaccessible to emergency responders and may not have available cellular telephone service. I/my child accept and assume all risk of natural or man-made hazards or dangerous conditions while on the Property, release Protected Parties from such risks whether or not related to Equine Activity, and agree that no Protected Party is responsible for emergency assistance.

6. SKILL, EXPERIENCE AND PHYSICAL ABILITY AND INSURANCE. Participating in Equine Activities requires skill and experience. Different horses are suitable for different levels of riders and for participation in different Equine Activities. I understand the Protected Parties do not provide medical or hospitalization insurance, and that I/my child will be covered by personal insurance. I/my child assume the risk of accident, injury, death, sickness and disease (including communicable diseases), loss or damage resulting from rider inexperience and failure to control any horse. I certify that I/my child have no physical conditions or limitations which would prevent safe participation in Equine Activities. I/my child understand that the above-described risks are foreseeable, and agree to release and hold harmless Protected Parties even if they have actual knowledge of such risks and their acts or omissions are negligent. I hereby consent, direct and authorize Tryon Hounds and/or the Protected Parties to engage any emergency medical or veterinary care, including transportation, required for me/my child or horse(s), and hereby release and indemnify Tryon Hounds or assisting individual, and assume all associated risks and agree to pay all associated costs.

7. SAFETY HELMETS AND EQUIPMENT. I/my child understand(s) that wearing proper headgear with a chinstrap as protection from serious head injury is a mandatory condition for riding with the Tryon Hounds and take full responsibility for compliance with this rule. I/my child further understand(s) that all Protected Parties require wearing a helmet that meets the standards of the SEI Certified ASTM Standard F 1163 Equestrian Helmet while mounted, and/or while working with a horse on the ground or otherwise participating in Equine Activities.

INITIAL _____

8. NOTICE OF LAWS LIMITING LIABILITY AND STATUTORY WARNINGS:

In addition to the release, waiver and indemnity provisions of this Agreement, I understand and agree that I/my child have been advised that the duty of care owed by a Landowner and I/my child's ability to recover damages from any Protected Party, are affected by the applicable State and Federal laws, and that the Protected Parties are relying on the limitation of liability provided by these statutes and this Agreement as a condition for use of the Property and participation in Equine Activities. For property in North Carolina, a Landowner's duty of care is generally limited to that owed to a trespasser (NC Statutes, Section 38A-4). For property in South Carolina, a Landowner generally owes no duty of care to keep the premises safe for entry or use by persons who have permission to use it for recreational purposes or to give any warning of a dangerous condition. (SC Code of Laws, Title 27, Ch. 3).

WARNING: Under North Carolina law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting exclusively from the inherent risks of equine activities. Chapter 99E of the North Carolina General Statutes.

WARNING: 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.

I/MY CHILD PARTICIPATES IN EQUINE ACTIVITIES FOR PERSONAL BENEFIT AND ENJOYMENT, AND AGREE TO COMPLY WITH ALL RULES OF PARTICIPATION AND PROPERTY USE OF THE TRYON HOUNDS AND OF ALL "PROTECTED PARTIES" AND VENUES. I/MY CHILD HEREBY RELEASE, WAIVE, DISCHARGE AND HOLD HARMLESS ANY PROTECTED PARTY FROM ANY LIABILITY FOR ANY ACCIDENT, INJURY, SICKNESS AND DISEASE (INCLUDING COMMUNICABLE DISEASES), LOSS OR DAMAGE, INCLUDING DEATH, RESULTING FROM EQUINE ACTIVITIES, USE OF THE PROPERTY, AND/ OR NEGLIGENCE BY ANY PROTECTED PARTY. FAILURE TO COMPLY WITH OBLIGATIONS HEREUNDER WILL REVOKE PERMISSION TO USE THE PROPERTY IT IS MY INTENTION FOR MY/MY CHILD'S HEIRS, EXECUTORS, ADMINISTRATORS OR OTHER REPRESENTATIVES, THAT EXCEPT IN THE CASE OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, I/MY CHILD WILL NOT BRING ANY CLAIM, CAUSE OF ACTION, AND/OR LIABILITY SUIT AGAINST, AND WILL RELEASE, HOLD HARMLESS, AND INDEMNIFY ANY PROTECTED PARTY FROM AND AGAINST, ANY LOSS, COST OR DAMAGE RESULTING FROM ANY INJURY WHICH WE MAY SUFFER ON THE PROPERTY OR PARTICIPATING IN EQUINE ACTIVITIES.

IN ADDITION, I/MY CHILD AGREE TO REIMBURSE, DEFEND, HOLD HARMLESS AND INDEMNIFY THE PROTECTED PARTIES FROM ANY INJURIES AND DAMAGES RESULTING FROM MY/THEIR NEGLIGENCE OR FAILURE TO COMPLY WITH THIS AGREEMENT, INCLUDING SUBROGATION OR OTHER ACTIONS BY THIRD PARTIES. THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT DURING ALL EQUINE ACTIVITIES AND/OR USE OF THE PROPERTY.

INITIAL _____

I hereby state that I am of lawful age to sign this Agreement and if I am signing on behalf of a minor, that I have the authority to enter into this Agreement on behalf of that minor. I understand that each and every one of the terms are contractual and not a mere recital, and that this document is signed by my own free act. This Agreement shall remain in full force and effect and shall not expire nor require annual renewal.

I HAVE READ AND UNDERSTAND THIS AGREEMENT. I AM GIVING UP LEGAL RIGHTS, CREATING LEGAL OBLIGATIONS, AND ASSUMING ALL RISK OF LOSS OR INJURY.

The parties agree that this Agreement may be electronically signed. The parties agree that the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

By signing below, I (as the participant or as the Parent/Legal Guardian of the minor identified below) hereby accept and agree to the terms and conditions of this Agreement in connection with my (or the minor's) participation in the Equine Activities. If, despite this Agreement, I, or anyone on my behalf or the minor's behalf, makes a claim for liability against any of the Protected Parties, I will indemnify, defend and hold harmless each of the Protected Parties from any such liabilities as the result of such claim.

Participant Signature: _____

Printed Name: _____ Date: _____

Parent/Legal Guardian Signature (required if participant is under the age of 18):

_____

Parent/Legal Guardian Printed Name: _____ Date: _____

Minor Child's Name: _____ Age: _____

_____ Check here if you would like a Tryon Hounds member to contact you with information about foxhunting. Please include your printed name and contact information below:

_____

NORTH PACOLET ASSOCIATION, INC. (NPA)
SLATER PROPERTIES, INC. (SPI),
LANDOWNERS OF THE NPA AND ADJACENT AND ABUTTING PROPERTY OWNERS (THAT ALLOW SAID USES OF THEIR PROPERTY)

RELEASE, WAIVER AND INDEMNIFICATION AGREEMENT RELATING TO THE USE OF PROPERTIES (EQUINE, RECREATIONAL OR OTHERWISE) OF SPI, NPA AND OWNER/MEMBERS AND NON-MEMBERS/OWNERS OF PROPERTY THAT ARE ADJACENT OR ABUTTING THAT ALLOWS USE OF THEIR PROPERTY IN RELATION TO NPA TRAIL SYSTEM.

Adopted date: March 17, 2007
Effective date: March 25, 2007

READ THOROUGHLY AND CAREFULLY. YOU, YOUR FAMILY AND GUESTS PARTICIPATE AT YOUR OWN RISK.

Horseback riding, fox hunting, cross country recreational trail riding, competition and other equine activities, mounted and unmounted, in preparation to participate, or as a spectator ("Equine Activities") are EXTREMELY dangerous. It is my/my child's and/or guest(s) choice to participate in Equine Activities for personal benefit. In this Agreement, I/my child and/or guest(s) accept all of these risks, and agree to release and indemnify any Protected Party from any and all liability for accident or injury, including death, while participating in Equine or other related Trail Activities. This Release also indemnifies any protected party from any use of said property whatever the activity might be. (For example: Cycling, Carriage Riding, Walking, etc.)

The undersigned hereby acknowledges that all use of the land, trail, paths and lanes owned by SPI, NPA, NPA Members, NPA Non-Members, Adjacent Property Owners that allow use of the property or any property as defined in the Declaration of Land Use Covenants, Conditions and Restrictions for Certain Lands of Slater Properties, Inc. Spartanburg County, South Carolina and Polk County, North Carolina recorded in Deed Book 56C at pages 604 – 685, RMC Office of Spartanburg County and in Book 204 at pages 1407 – 1490, Polk County North Carolina Registry, shall be from my pleasure and benefit only and shall be at my own risk. Accordingly, I, for myself and/or guest(s), for my minor children and/or my heirs or Personal Representatives of any class listed above or participant do hereby agree:

In exchange for permission to participate in Equine Activities and to use private property ("Property") while engaging in Equine or other Activities for personal benefit and enjoyment, I/my child and/or guest(s) acknowledge and agree that:

1. EQUINE ACTIVITIES ARE DANGEROUS. Equine Activities involve substantial inherent and other risks, including, without limitation, (i) the possibility of an equine behaving in dangerous ways which may result in injury, harm, or death to persons on or around them. (ii) the unpredictability of an equine's reaction to such things as sound, sudden movement, unfamiliar

objects, persons or other animals (including the activities of Landowners), (iii) hazards of surface or subsurface, trail, trail-side, and adjoining area conditions, (iv) negligent conduct of other riders or uncontrolled horses and (v) unsecured, dilapidated or unsafe jumps or obstacles due to natural conditions or neglect. I/my child and/or guest(s) understand and assume all risks involved in Equine Activities.

2. PROTECTED PARTIES ARE NOT RESPONSIBLE. NPA, SPI, NPA Members, NPA Non-Members, Adjacent and/or Abutting Property Owners and Landowners of NPA, their managers and shareholders, and any Landowner or Lessee of Property (including their boards, officers, employees, agents and volunteers) (the "Protected Party/Parties") shall not be responsible or legally liable for my/my child's and/or guest(s) presence on the Property or participation in Equine or other Activities. I/my child and/or guest(s) release and hold harmless any Protected Party for, and indemnify them against any and all loss, damage or injury, including death, from any cause, including the negligence of any Protected Party.

3. LANDOWNERS ARE NOT RESPONSIBLE. I have paid no charge or fee to any Landowner for my/our and/or guest(s) recreational use of the Property. Any dues or fees paid to non-landowners are for benefits or services provided or event entrance fees.

4. PARENTS RESPONSIBLE FOR CHILDREN. The property, including any obstacles intended for jumping, is not an attractive nuisance and I am solely responsible for supervising my child's Equine Activities. I will not permit my minor child to participate in Equine Activities without such supervision, instruction and experience, as I deem necessary for his/her safe participation.

5. MULTI USE PROPERTY AND HAZARDOUS CONDITIONS. Many other people may be using the Property for a variety of purposes. Horses and other livestock, wild animals, other riders, bikers, resident or roaming dogs, children, hunters, persons using power equipment, machinery and vehicles, trespassers and many other potential users and hazards are likely to be encountered on multi-use Property and may cause accidents, injury, death, loss or damage while on the Property whether or not engaged in Equine Activities. Property conditions change constantly due to hazards caused by water, waterways, soil and subsurface conditions, trees, vegetation, animals and other natural or man-made causes, including neglect or negligent maintenance. The Property may be in remote locations difficult to find or inaccessible to emergency responders and may not have available cellular telephone service. I/my child and/or guest(s) accept and assume all risk of natural or man-made hazards or dangerous conditions while on the Property, released Protected Parties from such risks whether or not related to Equine Activity, and agree that no Protected Party is responsible for emergency assistance.

6. SKILL, EXPERIENCE AND PHYSICAL ABILITY AND INSURANCE. Equine Activities require skill and experience. Different horses are suitable for different levels of riders and for participation in different Equine Activities. I and/or guest(s) understand the Protected Parties do not provide medical or hospitalization insurance, and that I/my child and or guest(s) will be covered by personal insurance. I/my child and/or guest(s) assume the risk of accident, injury, death, loss or damage resulting from rider inexperience and failure to control any horse. I certify and/or guest(s) that I/my child and or guest(s) have no physical conditions or limitations which would prevent safe participation in Equine Activities. I/my child and/or guest(s) understand that the above-described risks are foreseeable, and agree to release and hold harmless Protected Parties even if they have actual knowledge of such risks and their acts or omissions are negligent. I and/or guest(s) hereby consent, direct and authorize NPA, SPI and Landowners of NPA and/or the Protected Parties to engage any emergency medical or veterinary care, including transportation, required for me/my child and/or guest(s) or horse(s), and hereby release and indemnify NPA, SPI and Landowners of NPA or assisting individual, and assume all associated risks and agree to pay all associated costs.

7. SAFETY HELMETS AND EQUIPMENT. I/my child and/or guest(s) understand that wearing proper headgear as protection from serious head injury is a mandatory condition for riding on the

properties of Protected Parties and take full responsibility for compliance with this rule. I/my child and/or guest(s) further understand(s) that all Protected Parties strongly recommend wearing a helmet that meets the standards of the SEI Certified ASTM Standard F 1163 Equestrian Helmet while mounted and/or while working with a horse.

NOTICE OF LAWS LIMITING LIABILITY AND STATUTORY WARNINGS:

In addition to the release, waiver and indemnity provisions of this Agreement, I and/or guest(s) understand and agree that I/my child and/or guest(s) have been advised that the duty of care owed by a Landowner and I/my child's and/or guest(s) ability to recover damages from any Protected Party, are affected by the applicable State and Federal laws, and that the Protected Parties are relying on the limitation of liability provided by these statutes and this Agreement as a condition for use of the Property and participation in Equine Activities. For property in North Carolina, a Landowner's duty of care is generally limited to that owed to a trespasser (NC Statutes, Section 38A-4). For property in South Carolina, a Landowner generally owes no duty of care to keep the premises safe for entry or use by persons who have permission to use it for recreational purposes or to give any warning of a dangerous condition. (SC Code of Laws, Title 27, Ch. 3).

WARNING: Under North Carolina law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting exclusively from the inherent risk of equine activities. Chapter 99E if the North Carolina General Statutes.

WARNING: 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 or Title 47, Code of Laws of South Carolina, 1976.

I/my child and/or guest(s) participates in equine activities for personal benefit and enjoyment, and agree to comply with all rules of participation and property use of the NPA and of all "Protected Parties" and venues. I/my child and/or guest(s) hereby release, waive, discharge and hold harmless any protected party from any liability for any accident, injury, loss or damage, including death, resulting from equine activities, use of the property and/or negligence by any protected party. Failure to comply with obligations hereunder will revoke permission to use the property it is my intention for my/my child's heirs, executors, administrators or other representatives, that except in the case of gross negligence or willful misconduct, I/my child and/or guest(s) will not bring any claim, cause of action and/or liability suit against, and will release, hold harmless and indemnify any protected party from and against any loss, cost or damage resulting from any injury which we may suffer on the property or participating in equine activities.

In addition, I/my child and/or guest(s) agree to reimburse and indemnify the protected parties from any damages resulting from our negligence or failure to comply with this agreement, including subrogation or other actions by third parties. This agreement shall remain in full force and effect during all equine activities and/or use of the property.

I/my child and/or guest(s) agree that should any of the protected parties incur legal expenses, cost and other fees in regards to defending themselves pre, during and subsequent to litigation brought by a property owner, a family member, a child of property owner and/or guest(s) and should lose in court that they would be responsible for reimbursing said aggrieved party according to Section 9-8 of the Covenants and should fully reimburse the aggrieved protected party should they lose in court as so stipulated above.

I hereby state that I am of lawful age to sign this agreement, or that all parents or guardians of any minor child have signed, and understand that each and every one of the terms are contractual and not a mere recital, and that this document is signed by my own free act. This Agreement shall remain in full force and effect and shall not expire nor require annual renewal.

This Agreement remains in effect from date of signature until privilege is revoked. Guest also acknowledges that repetitive release as expressly waived as long as the invitation and privilege to ride still exists. Owners of the NPA Property or other Guest engaging in said privilege indemnify said protected or participating party or parties from any and all claims, causes of action if this Agreement is not properly executed by themselves, their children, parents or guardian and or guests and their guardian or parents if said guest is a minor. All participants whether owner, guest, children of owner/guest, children of guest, parents, guardians, invitees and including protected parties in consideration for the use of the trails agreed to abide by the NPA Rules, a copy of which has been read, understood and signed by all exercising this privilege a copy of which is attached. (See Attachment A "NPA Rules.)

I HAVE READ AND UNDERSTAND THIS AGREEMENT.
I AM GIVING UP LEGAL RIGHTS, CREATING LEGAL OBLIGATIONS, AND ASSUMING ALL RISK OF LOSS OR INJURY.
I HAVE READ COMPLETELY AND UNDERSTAND THE RULES AS "ATTACHMENT A" CALLED "NPA RULES."

Guest Name: _____ Signature: _____ Date: _____

Guest Name: _____ Signature: _____ Date: _____

Guest Name: _____ Signature: _____ Date: _____

Guest Name: _____ Signature: _____ Date: _____

Guest Name: _____ Signature: _____ Date: _____

Guest Name: _____ Signature: _____ Date: _____

(All parents and guardians of minors MUST sign) Date: _____

Signature of Minor (18 and under) _____

Signature of Minor (18 and under) _____

Signature of Minor (18 and under) _____

Mother's name: _____ Signature: _____

Father's name: _____ Signature: _____

Guardian's Name: _____ Signature: _____

"ATTACHMENT A" - NPA RULES

"ATTACHMENT A" – NPA RULES

RULES GOVERNING NORTH PACOLET ASSOCIATION NATURE TRAILS, BRIDLE PATHS AND CARRIAGE LANES

Revised Date: December 20, 2021
Effective Date: December 20,2021

1) All use of the trails, paths and lanes in land use class A-4 shall be for the pleasure and benefit of the User only and shall be at the User's own risk. The Association shall require that anyone who uses the trail sign an Indemnification Agreement pursuant to which the User, among other things: (1) acknowledges such assumption of risk; (2) agrees to hold harmless and indemnify the Association, Declarant, and the property owner if other than the Declarant, for any liability the Association, Declarant or any property owner may incur as a result of use of trials, paths and lanes by the User; (3) recognizes that such use is by mere permission and license only which may be revoked at any time and is not by invitation; (4) renounces and releases any prescriptive rights or easements in the trails; (5) agrees to comply with any regulations or rules established by the Association; and (6) relieves and holds harmless the Association the Declarant, and the individual property owner of and from any liability to users of the trails.

2) An NPA identification tag must be worn on right side of the saddle by any individual rider or by at least one rider in a group.

3) Ride only the Association trails. Follow blue and yellow NPA signs indicating trail open for use.

4) No smoking.

5) The rights of the property owners whose property you are permitted to ride over shall be respected at all times.

6) Dogs are not permitted to accompany trail riders. Walking leashed dogs under owner's control is permitted.

7) Litter shall not be left on the trail.

8) Trails are for walking, cycling, carriage riding and other uses as set forth in the Indemnification Agreement. Please be observant of this and keep your horse under control at all times.

9) Be thoughtful of Landowner's privacy. Keep voices down and dress appropriately.

10) It is courtesy to introduce yourself and guests if you come upon a landowner. Trails are for the use of members and guests (non-family members) only. Members are to limit the number of guests to four (4). Members must accompany guests while on the trails. Any exception to this limitation must have prior approval of the General Manager and not be in contravention of the covenants that control the use of said property as set forth in the Indemnification Agreement and otherwise.

11) Use of Trails by outside groups and organizations:
   a) At least 60 days advance notice of event must be submitted for NPA approval.
   b) All NPA members must be sent written notification of scheduled event.
   c) Trails are not to be used if wet.

12) Except for inspection and/or maintenance vehicles, all motorized vehicles are prohibited from use on the trails and Picnic Hill Common Property.

13) Any participant understands that wearing a proper headgear as a protection from serious head injury is a mandatory condition for riding or using the trail of the Protected Parties. Any participant thus takes full responsibility for compliance with this rule. Any and all participants understand that the Protected Party **shall wear** a helmet that meets the standards of the SEI Certified ASTM Standard F 1163 Equestrian Helmet at all times, mounted or otherwise in use of the trail system by horse or cycle.

14) Trails can be temporally closed for maintenance, repairs or for other necessary reasons by proper notice. Said notice shall be adhered to by all participants.

PARTICIPANT

RELEASE WAIVER OF LIABILITY AND INDEMNIFICATION

Participant Name (Print): _____

In consideration of the undersigned Participant being allowed to engage in activities, including equestrian activities, permitted by GREENSPACE OF FAIRVIEW, LLC on the Greenspace and Shareholder Trails, Property and Open Space, the undersigned Participant, and on behalf of his or her heirs, next of kin, dependents, representatives, executors, administrators, personal 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, members, employees, independent contractors, insurers and volunteers, and GREENSPACE Shareholders/Property Owners (hereinafter collectively "GREENSPACE"), from all claims, demands, causes of action, and legal liability, whether the preceding be known or unknown, anticipated or unanticipated for any economic and non-economic losses due to bodily injury, death, and/or property damage, sustained by the Participant and/or his/her dependents, guests or employees in relation to the premises or operations of GREENSPACE, to include, without limitation, participation in or observation of equestrian activities.

Participant is hereby given notice of the risks of equestrian activities (including fox hunting and trail riding) 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 man-made or natural conditions (including the activities of landowners); (ii) 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 an ASTM approved protective helmet.

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 injuries because of a dangerous latent condition which was known or should have been known to GREENSPACE."

Participant agrees that he/she will abide by any rules and/or guidelines for the Greenspace Trails and Open Space.

Participant states that he/she has fully read and understands 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 in full force and effect, and shall not require renewal, unless terminated by GREENSPACE or superseded by a later dated Release/Waiver/indemnification.

Signature of Adult Participant_____

Date: _____ **Verification of Current Negative Coggins (initial)** _____

SPECIAL INSTRUCTIONS FOR PARTICIPATION OF MINORS

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

Parents of the minor (or the legal guardian(s)) must sign this release.

By signing this release the parents (or guardians(s)) 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.

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_____

EMERGENCY MEDICAL RELEASE FORM

In many situations a minor child cannot receive emergency medical care without the authorization of a parent or guardian. If you are not personally with your child while he/she is riding or participating in an activity on Greenspace property, you must fill out this form, in addition to the Greenspace Liability Waiver, in advance.

If Emergency Care is required for:
Child's Name: _____

If my personal permission is not available in a timely manner, then I/we, undersigned, authorize(s) appropriate emergency medical care for my child, as deemed necessary by emergency medical personnel, a physician or the medical facility providing treatment.

I have read this entire release and agree to it:

Parent or Guardian (1) (Please Print): _____

Parent or Guardian (1) (Signature) _____ Date _____

Parent or Guardian (2) (Please Print): _____

Parent or Guardian (2) (Signature) _____ Date _____

Child's Information:

Child's Date Of Birth _____

Allergies _____

Medical Doctor _____

Contact Person in Case of Emergency_____

Telephone #_____

GOLDEN HILLS OF FAIRVIEW HOMEOWNER'S ASSOCIATION, INC.
RELEASE, WAIVER, and INDEMNIFICATION AGREEMENT
Use of Golden Hills Trails for Recreational Purposes (Equine or Otherwise)

CAREFULLY READ THIS DOCUMENT. ALL PERSONS USING THE GOLDEN HILLS TRAILS DO SO AT THEIR OWN RISK.

For and in consideration of the recreational use of the trails within Golden Hills of Fairview for horseback riding and other activities, including but not limited to hiking, walking, jogging, cycling, and other activities as permitted by the Golden Hills of Fairview Homeowner's Association, Inc., the undersigned person ("Releasor") hereby agrees to the following:

RELEASE, WAIVER, and INDEMNIFICATION: Releasor discharges and releases Golden Hills of Fairview Homeowners Association, Inc., Greenspace of Fairview, LLC, and all landowners, members, directors, shareholders, and managers within those organizations, as well as their insurers, contractors, employees, agents, representatives, successors, executors, administrators, heirs, and assigns ("Protected Parties") from all claims, demands, causes of action, suits, and all liability, loss, damage, and injury to property or persons, including death, while participating in equestrian or other trail activities and resulting from the use of the Golden Hills trails and/or negligence by Protected Parties.

Releasor agrees and warrants not to bring any claim, demand, cause of action, or suit against and will release, hold harmless, defend, and indemnify Protected Parties as to all claims, demands, causes of action, suits, costs, liability, loss, damage, and injury to property or persons, including death, arising out of the Releasor's use of the Golden Hills trails. Costs include any court costs, attorneys' fees, judgments, and awards. Releasor agrees to reimburse and indemnify Protected Parties from any damages resulting from Releasor's negligence or failure to comply with this agreement, including subrogation or other actions by third parties.

Equestrian activities are extremely dangerous. Horses and their behavior are unpredictable, including their reaction to sound, movements, objects, persons, animals, machinery, natural or man-made conditions, trail footing, trail conditions, conduct of other riders, and behavior of other horses. While mounted or unmounted, a horse's behavior can result in injury, harm, or death to persons on or around them.

Dangers and conditions exist, which are an integral part of equestrian activities. Such dangers and conditions include but are not limited to: (a) the propensity of an equine to behave in ways that may result in injury, harm, or death to a person on or around an equine; (b) the unpredictability of an equine's reaction to sound, sudden movement, an unfamiliar object, a person, or another animal; (c) certain hazards such as surface or subsurface conditions; (d) collisions with other equines or objects; and (e) the potential of another rider to act in a negligent manner or failing to control his/her equine.

Trail conditions affect the risk of use for all activities on the trails. Protected Parties are not responsible for trail conditions, and conditions constantly change due to many causes, including natural and man-made causes as well as negligence and negligent maintenance. Natural and man-made hazards on, under, or around the trails may be encountered, including but not limited to power equipment, machinery, vehicles, holes, subsidence, unsafe jumps, fencing, fallen trees, branches, wild animals, livestock, horses, dogs, unsafe creek beds, water crossings, rocks, gullies, and mud.

Activities of other persons, including landowners, guests, trespassers, and other persons who are riding, cycling, walking, jogging, hiking, hunting, foxhunting, shooting guns, or otherwise on/near the trails may pose a hazard. Trails may not be marked and may be located in remote areas, which may impact cell phone and emergency services.

Releasor uses the trails with acknowledgment that hazards and dangerous conditions exist and are foreseeable. Releasor assumes all risks and agrees to release and hold harmless Protected Parties even if they have actual knowledge of such risks and their acts or omissions are negligent.

No charge or fee has been paid for Releasor's recreational or equine use of the trails.

Releasor, on behalf of his/her agents, representatives, dependents, next of kin, heirs, successors, and assigns, agrees to accept all risks associated with his/her use of the Golden Hills trails for equestrian and all other trail activities.

HELMET REQUIRED: Wearing an ASTM-approved and properly fitting helmet is mandatory while riding on the Golden Hills trails as protection from serious head injury, and Releasor assumes full responsibility for compliance with this rule. Protected Parties strongly recommend wearing a helmet while unmounted and working with a horse.

PARENTS RESPONSIBLE FOR CHILDREN: Parents are responsible for the supervision of any activity of their minor children on the trails. The trails, trail conditions, obstacles, jumps, or objects thereon are not attractive nuisances. Parents are responsible for providing appropriate supervision of their child's equestrian activities and shall not permit a child's participation in these activities without adequate adult supervision and instruction to ensure safe participation.

MEDICAL CARE, MEDICAL INSURANCE, and VETERINARY CARE: Protected Parties do not provide and are not responsible for any medical or hospitalization services, emergency calls, or medical insurance. Releasor warrants that he/she is covered by personal medical insurance. The costs of any medical care shall be the sole and exclusive responsibility of Releasor. Protected Parties do not provide and are not responsible for any veterinary care or related expenses.

TRAIL RULES: Releasor agrees to abide by the Golden Hills Trails Policy and Rules of Use and the Golden Hills Rules for the Greenspace Trails and Open Space/500 Acres (Green Zone). Every horseback riding Releasor shall provide a current, negative Coggins certificate pursuant to the Golden Hills Trail Rules.

STATUTORY LIMITATIONS ON LIABILITY AND WARNING: In addition to the release, waiver, and indemnity provisions of this Agreement, Releasor understands and agrees that the duty of care owed by a landowner and Releasor's ability to recover damages from Protected Parties are affected by the applicable State and Federal laws and that the Protected Parties are relying on the limitation of liability provided by these statutes and this Agreement as a condition for use of the Golden Hills trails and participation in equine activities. In South Carolina, a landowner generally owes no duty of care to keep the premises safe for entry or use by persons who have permission to use it for recreational purposes or to give any warning of a dangerous condition. (SC Code of Laws, Title 27, Ch. 3).

WARNING

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 Art. 7, Ch. 9 of Title 47, Code of Laws of South Carolina, 1976.

I am of lawful age (18 or older) to sign this Agreement – OR - I am a minor (under the age of 18) – OR – I am a parent/guardian (signing on behalf of a minor and myself). I understand that the above terms of this Agreement are contractual and not a mere recital. I have read and understand this Agreement. I acknowledge my having the opportunity to ask questions about the terms and consequences of this Agreement before signing below. I am giving up legal rights, creating legal obligations, including indemnification, and assuming all risk of loss and bodily injury, including death, and property damage sustained by me and/or the below minor child. I have read, understand, and agree to abide by the *Golden Hills Trails Policy and Rules of Use* and the *Golden Hills Rules for the Greenspace Trails and Open Space/500 Acres (Green Zone).*

Releasor's Name: _____

Signature: X_____ Date: _____

FOR MINORS:

Minor's Name: _____

Date of Birth: _____

Minor's Signature: X_____ Date: _____

All parents and/or guardians of a minor MUST sign.

As the parent or guardian of the above-named minor, I expressly agree to all terms of this Release, Waiver, and Indemnification Agreement on behalf of myself and the minor.

Mother's name: _____

Signature: X_____ Date: _____

Father's name: _____

Signature: X_____ Date: _____

Guardian's name: _____

Signature: X_____ Date: _____