

**SANDY HILLS FARM LLC - RELEASE AND INDEMNITY**

**WHEREAS**, in consideration for and as an inducement for all persons or parties identified on Exhibit A attached hereto and incorporated herein who have granted riding rights across their property to any of the aforesaid entities (whether by means of an easement or otherwise), and the members, directors, officers, agents, volunteers and employees of all of the aforesaid, together with their heirs, successors and assigns in interest (collectively, the "Indemnified Parties") agreeing to allow the undersigned to ride and/or drive equines over and across property upon which certain riding trails have been designated (the "Riding Access Property"), all in Aiken County, South Carolina, the undersigned hereby agrees as follows:

\_\_\_\_\_ 1. I (we) agree to hold the Indemnified 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 horses being ridden or driven) by the act of other persons, owners, guardians and/or their animals while on the Riding Access Property.

\_\_\_\_\_ 2. I (we) acknowledge and agree that the Indemnified Parties shall not be liable for any sickness, disease, theft, death or injury which may be suffered by horses that we own and/or ride while on the Riding Access Property. I (we) understand and acknowledge that all risks relating to 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 Indemnified 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 Indemnified 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 Indemnified 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 Indemnified Parties, or their agents or any other persons.

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

\_\_\_\_\_ 5. **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.**

\_\_\_\_\_ 6. I (we) understand that we are waiving the right to bring a lawsuit or make any other claim against the Indemnified 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 Indemnified 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.**

Date \_\_\_\_\_

Signature \_\_\_\_\_

Phone # \_\_\_\_\_

Printed Name \_\_\_\_\_

Email \_\_\_\_\_

Witness \_\_\_\_\_