

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: _____