



## **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); (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 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 \_\_\_\_\_