

**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 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 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 trails, 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.