

# FRIENDS OF CHRISTENSEN FOREST

## Release and Waiver of Liability and Assumption of Risk

FCF Member (print name) \_\_\_\_\_ Member # \_\_\_\_\_

In consideration for permission to participate in recreational and equine related activities, including, but not limited to, walking, running, horseback riding, and carriage driving as a member or guest of FRIENDS OF CHRISTENSEN FOREST and for being permitted to enter CHRISTENSEN FOREST property upon which certain walking/riding trails have been designated (see CHRISTENSEN FOREST maps), all located in Aiken County, South Carolina, and as an inducement for all persons or parties identified as owners of CHRISTENSEN FOREST (hereinafter "CF") and by FRIENDS OF CHRISTENSEN FOREST, a 501(C)(3) non-profit corporation (hereinafter "FCF") to allow entry upon said property as a member or Guest of FCF, \_\_\_\_\_ (name) for herself/himself, her/his personal representatives, heirs, and next of kin (hereinafter "Participant") hereby releases FCF, its successors, heirs, and assigns, and the owners of the CF property, their heirs and assigns, (hereinafter "Indemnified Parties") from claims arising under negligence and acknowledges and hereby agrees as follows:

- a. I am knowledgeable of the inherent risks of horses and equine activities.
- b. I assume the risk of bodily injury, serious bodily injury, property damage, and/or death, acknowledging that equine activities are inherently dangerous and may result in serious bodily injury and/or death to my person and my horse.
- c. I acknowledge I am liable for any damage, injury to person, horse, or animal caused by my dog(s), and my dog(s) must be fully vaccinated and non-aggressive.
- d. Nothing in this document shall be considered to have altered or changed the provisions of Title 47, Chapter 9, Article 7 of the South Carolina Code of Laws regarding equine activity and such South Carolina Code Sections under Article 7 are incorporated herein by reference.
- e. In addition to Article 7, Chapter 9 of Title 47, Code of Laws of South Carolina, 1976, this agreement also extends to negligent acts and omissions of the Indemnified Parties, including negligent rescue.
- f. I 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 CF property.
- g. I acknowledge and agree that the Indemnified Parties shall not be liable for any sickness, disease, theft, death, or injury which may be suffered by a horse or horses that we own and/or ride while on the CF Property. I further agree to hold the Indemnified Parties harmless from any claim for loss to other 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.
- h. SAFETY AND RELEASE FROM LIABILITY. I understand that I am waiving the right to bring a lawsuit or make any other claim against the Indemnified Parties, including the right to recover damages in case of injury, death, or property damage arising out of my presence and/or participation in recreational and equine activities, including injury, death, or property damage arising out of the negligence of the Indemnified Parties. I further understand that this release and indemnity will be presented as a complete defense against me if I do bring any lawsuit or claim against the Indemnified Parties. This release and indemnity shall be binding upon my heirs, personal representatives, administrators, and assigns.
- i. HOLD HARMLESS, DEFEND, & INDEMNIFY. I agree to defend, indemnify, save, and hold harmless the Indemnified Parties and their/its heirs, assigns, successors, agents, and affiliates from and against any loss, liability, damage, attorney's fees, or costs that they/it may incur arising out of or in any way connected with my participation in recreational and/or equine activities. I release, waive, discharge, and covenant not to sue the Indemnified Parties for any and all liability, loss, damage, and injury to myself and my horse, whether caused by the negligence of the Indemnified Parties or otherwise.
- j. This Release and Waiver of Liability and Assumption of Risk is governed under the laws of South Carolina. The venue is Aiken County.

**NEITHER FCF MEMBERS NOR THEIR GUESTS ARE COVERED BY FCF LIABILITY INSURANCE. FCF MEMBERS ARE RESPONSIBLE FOR PROVIDING THEIR OWN LIABILITY INSURANCE FOR THEMSELVES AND THEIR GUESTS.**

**MY SIGNATURE BELOW CERTIFIES THAT I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I HAVE ALSO HAD AN OPPORTUNITY TO CONSULT LEGAL COUNSEL CONCERNING THIS DOCUMENT AND ITS AFFECT ON MY LEGAL RIGHTS. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS**

\_\_\_\_\_  
Applicant Signature  
\_\_\_\_\_  
Applicant Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of FCF Member responsible if waiver is for a guest -- Member Printed Name

**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.**

