

WAIVER OF LIABILITY

THIS WAIVER OF LIABILITY (“Waiver”) made and entered into on _____ (date), by and between Bramblewood Stables, Inc., and Kimberly Carter (“Bramblewood Stables”) and the farm located at 175 McConnell Road, Taylors, SC 29687 (“Farm”) and _____, (“Participant”) and, if Participant is under the age of 18 years old, Participant’s parents or legal guardians, _____ (“Guardians”).

In consideration of the use of the property and facilities, and/or in consideration for the payment of equine services, the parties hereto agree as follows:

A. ACKNOWLEDGEMENT OF INHERENT RISK OF EQUINE ACTIVITY

Participant acknowledges that there are dangers and conditions which are an integral part of equine activities, including, but not limited to: the propensity of an equine to behave in ways that may result in injury, harm, or death to a person on or around the equine; the unpredictability of an equine’s reaction to sound, sudden movement, an unfamiliar object, a person, or another animal; certain hazards such as surface and subsurface conditions; collisions with other equines or objects; the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within the participant’s ability; and the propensity of equines to behave in ways such as running, bolting, bucking, biting, kicking, shying, stumbling, rearing, falling, stepping on and general unpredictability.

I do hereby acknowledge that I have voluntarily applied to participate in an equine activity, volunteer, visit, observe or otherwise be in the presence of horses through Bramblewood Stables and Farm. I understand that equine activity and my mere presence around equines involves numerous risks of injury that are my responsibility and I expressly assume these risks. I further understand that these risks extend to activities off of the Farm, such as horse shows.

B. RELEASE

I do hereby release Kimberly Carter, Bramblewood Stables, Farm, Owner, Trainers, Employees, and all agents and assigns from all liability due to ordinary negligence and, except in the event of gross and willful negligence, I shall bring no claims, demands, actions and causes of action, and/or litigation, against those listed above for any economic or non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child or legal ward and/or my horse in relation to the premises and/or operations of this stable, including, but not limited to, while riding, showing, handling, or otherwise being near horses owned by or in the care, custody and control of this stable whether it be on the premises or off.

Participant further acknowledges that the behavior of any animal is contingent to some extent upon the ability of the Participant. Participant assumes all risks and warrants a full and fair disclosure of Participant’s abilities made to Kimberly Carter and/or any other employee, trainer, agent or assign.

C. DUTIES, RIGHTS, AND AUTHORITIES

Participant agrees to abide by all Bramblewood Stables' rules and regulations, and Participant is responsible for using protective gear (helmets and boots) at all times.

D. 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 SOUTH CAROLINA, 1976

*****PLEASE WRITE THE FOLLOWING STATEMENT AND SIGN:**

"I have read and understood the warning and waiver of liability before signing it."

E. SIGNATURES

Printed Full Name of Participant	Signature of Participant	Date

IF PARTICIPANT IS UNDER AGE 18 SIGNATURE REQUIRED FROM BOTH PARENTS OR GUARDIAN.

Printed Full Name of Parent/Guardian	Signature of Parent/Guardian	Date

Printed Full Name of Parent/Guardian	Signature of Parent/Guardian	Date

G. EMERGENCY CONTACT INFORMATION

Contact: _____

Address: _____

Phone number: _____

PLEASE NOTE:

It is the responsibility of the Participant and/or Parent/Guardian to keep contact information up to date in case of emergency.