C.R.F. Equestrian LLC.

8826 Stacey Howie Rd.,

Fort Mill, SC. 29707 (828) 773-8943

crfequestrian@yahoo.com

<http://crfequestrian.homestead.com/index.html>

**LIABILITY WAIVER AND HOLD HARMLESS AGREEMENT**

**WARNING:**

**UNDER THE SOUTH CAROLINA LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY OR DEATH OF PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISK OF EQUINE ACTIVITIES TO THE REVISED STATUTES OF SOUTH CAROLINA**

**Witness this agreement** on this \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of 20\_\_\_\_, by and among C.R.F. Equestrian LLC, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Rider). For consideration received, and in return for the use, today and on all future dates of the property facilities and services of C.R.F. Equestrian LLC, Rider, his or her heirs, assigns, and representatives, hereby agrees as follows:

**1. INHERENT RISKS AND ASSUMPTIONS OF RISKS.** Rider acknowledges the inherent risks of accidents and injuries to person and property in all horse‐related activities and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to, the propensity of equine to behave in unpredictable ways such as running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of an equine’s reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and sub‐surface conditions; collisions with other animals; the limited availability of

emergency medical care; and 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 control over the animal or not acting within such participant’s ability. Rider assumes all risk in connection with participation in any and all horse related activities for Rider and any family member or other person accompanying Rider, and expressly waives any claims for any injury or loss arising there from. Rider agrees to abide by and follow C.R.F. Equestrian LLC rules and regulations, which are available upon request. Rider further acknowledges that the behavior of any animal is contingent to some extent upon the ability of Rider. Fair disclosure of Rider’s abilities has been made to C.R.F. Equestrian LLC

**2. DISCLOSURE OF ABILITIES.** Rider has made full and fair disclosure of riders’ abilities or other information that may be on riders’ ability to engage in any horse related activities.

**3. INDEMNIFICATION, RELEASE AND HOLD HARMLESS.** Rider agrees to indemnify, hold harmless to C.R.F. Equestrian LLC., and any of their members, managers, owners, officers, employees and/or agents from and against any and all claims, demands, causes of action, damages, judgment, orders, costs or expenses, including attorney’s fees, known or unknown, which may in any way arise from or be in any way connected with Rider’s use of services, the property or equines of C.R.F. Equestrian LLC, including, but not limited to, loss or damaged of any equipment or personal property, personal or bodily injury or death, or illness to Rider, to any horse owned by

Rider, and to any family member or other person accompanying Rider on the premises of C.R.F. Equestrian LLC, and/or participating in any equine activities sponsored by and/or related to C.R.F. Equestrian LLC

**4. WAIVER.** Rider agrees to waive the protection of any applicable statutes in this jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at all time of executing said release.

**5. PAYMENT.** Payment is due at time of lesson. If after a balance of $200 is unpaid on a rider’s account, the Rider will be ineligible for further lessons until the payment due is made in full.

**6. CANCELLATION POLICY.** If you are unable to make your lesson, please cancel two (2) hours prior to lesson time. If you fail to cancel the lesson per this policy, there will be a charge of twenty dollars ($20). Please note, if the Rider is not on the horse fifteen minutes (15) into the scheduled lesson, the lesson is considered cancelled without the proper notification.

**7. PHOTO RELEASE.** Photographs, video and audio recordings may be taken by C.R.F. Equestrian LLC or in possession of C.R.F. Equestrian LLC taken by another company. There will be no monitory exchange for the use of any photographs, video, or audio recording.

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Name of Rider (Please Print) Date

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Mailing Address

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City State Zip

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Home Phone Work Phone Cell Phone

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Email Address

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Signature (or Parent/Guardian of Minor) Today’s Date

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Printed Name of Signature Above