

Wish Upon a Horse, Inc.
190 Greenwood Drive
Hilton Head Island, SC 29928

THERAPEUTIC RIDING PARTICIPANT LIABILITY WAIVER

Please read carefully before signing

This is a release of liability and waiver of certain legal rights

In consideration for my being permitted to participate in the therapeutic riding program, including all activities related to the care, maintenance and riding of a horse or pony, and the use of its services, grounds, animals and equipment, I agree to the following Waiver and Release:

I acknowledge that horse-riding has inherent risks, hazards, and dangers for anyone that cannot be eliminated. I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION:

1. The propensity of the animal to behave in ways that may result in injury, harm, or death to persons on or around them;
2. The unpredictability of the animal's reaction to such things as sounds, sudden movement and unfamiliar objects, persons, or other animals;
3. Certain hazards such as surface and sub-surface conditions;
4. Collision with other animals or objects;
5. The potential of the 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 his or her ability. I may encounter variations in terrain that are my responsibility and I assume these risks including creeks, water, bridges, traveled roads, wild things, stumps, forest growth, debris, rocks, and other obstacles whether they are obvious or not obvious, man-made or natural;
6. Encounters with wildlife, animals, and insects;
7. Temperature extremes;
8. Inclement weather conditions and the unavailability of immediate medical attention in the wilderness in case of injury.
9. Accidents or illness occurring in remote places where there are no available medical facilities.

I understand the risks, hazards, and dangers of horseback riding and have had the opportunity to discuss them with Wish Upon a Horse, Inc. I understand that I have responsibilities. My participation in this activity is purely voluntary. No one is forcing me to participate and I elect to participate in spite of the risks. I AM VOLUNTARILY USING THE SERVICES OF WISH UPON A HORSE, INC. and NCM EQUESTRIAN LLC dba LAWTON STABLES WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS, OR DEATH.

WARNING: UNDER SOUTH CAROLINA LAW, AN EQUINE ACTIVITY SPONSOR OR EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY OR DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISK OF EQUINE ACTIVITIES, PURSUANT TO ARTICLE 7, CHAPTER 9 OF TITLE 47, CODE OF LAWS OF SOUTH CAROLINA, 1976.

Lastly, I, for myself, my heirs, successors, executors, and subrogates, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS WISH UPON A HORSE, INC., NCM EQUESTRIAN LLC dba LAWTON STABLES and THE SEA PINES RESORT, their directors, officers, agents, employees, and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys' fees) which are related to, arise out of, or are in any way connected with my participation in this activity including, but not limited to, NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of my engaging in these activities or the use of these services, animals or equipment, whether such damage, loss, injury, paralysis, or death results from negligence of Wish Upon a Horse, Inc., NCM Equestrian LLC dba Lawton Stables or from some other cause. I, for myself, my heirs, my successors, executors, and subrogates, further agree not to sue Wish Upon a Horse, Inc., or NCM Equestrian LLC dba

Lawton Stables as a result of any injury, paralysis, or death suffered in connection with my use and participation in the activities of horse and pony rides.

Wish Upon a Horse, Inc. reserves the right to use any photograph/video taken at any event within or without the property without the expressed written permission of those included within the photograph/video, and may use the photograph/video in publications or other media material produced, used or contracted by Wish Upon a Horse Inc. including but not limited to: brochures, invitations, books, newspapers, magazines, television, websites, etc. Any person desiring not to have their photo taken or distributed must contact Wish Upon a Horse, Inc. in writing of his/her intentions and include a photograph. Wish Upon a Horse, Inc. will use the photo for identification purposes and will hold it in confidence.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT.

Date

Signature

Print Name

Mailing Address

City

State

Zip

Phone Number

INDEMNIFICATION

If under eighteen years of age, parent, guardian, or custodian must sign the following indemnification:

In consideration for the above minor being permitted by Wish Upon a Horse, Inc. and NCM Equestrian LLC dba Lawton Stables to participate in the activity of therapeutic riding which includes, without limitation, the use of its services, grounds, animals and equipment, I agree to the following waiver, release, and indemnification:

The undersigned parent, guardian, or custodian of the above minor, for himself/herself and on behalf of said minor, hereby joins in the foregoing Waiver and Release and hereby stipulates and agrees to save and hold harmless, indemnify, and forever defend, WISH UPON A HORSE, INC., NCM Equestrian LLC dba Lawton Stables, and THE SEA PINES RESORT, their directors, officers, agents, employees, and volunteers from and against any claims, actions, demands, expenses, liabilities (including reasonable attorneys' fees), and NEGLIGENCE made or bought by said minor or by anyone on behalf of said minor, as a result of said minor's participation in the activities of horse and pony rides and his or her use of the property, animals, if any, and facilities of Lawton Stables. I, for myself and on behalf of said minor, further agree not to sue Wish Upon a Horse, Inc., NCM Equestrian LLC dba Lawton Stables or The Sea Pines Resort, as a result of any injury, paralysis or death that said minor suffers in connection with his/her participation in the activities of horse and pony riding.

Date

Signature of Parent, Guardian or Custodian of Minor

Print Name of Minor

Date

Witness