

RELEASE AND INDEMNITY

STABLE VIEW, LLC

WEREAS, IN CONSIDERATION FOR AND AS AN INDUCEMENT FOR CYNTHIA A. OLLIFF, BARRY M. OLLIFF AND STABLE VIEW, LLC AGREEING TO ALLOW THE UNDERSIGNED TO ENGAGE IN EQUINE ACTIVITIES (INCLUDING BUT NOT LIMITED TO RIDING, TRAINING, BOARDING AND/OR CARING FOR HORSES OWNED, LEASED OR UNDER THE CONTROL OF THE UNDERSIGNED (THE "HORSES") AT THE FACILITY OF THE AFORESAID LOCATED ON SPRINGFIELD CHURCH ROAD (THE "EQUESTRIAN CENTER"), ALL IN AIKEN COUNTY, SOUTH CAROLINA, THE UNDERSIGNED HEREBY AGREES AS FOLLOWS:

___ 1. I (WE) AGREE TO HOLD CYNTHIA A. OLLIFF AND BARRY M. OLLIFF (COLLECTIVELY, THE "OLLIFFS"), AND STABLE VIEW, LLC ("SV"), THEIR MEMBERS, DIRECTORS, OFFICERS, AGENTS, VOLUNTEERS AND EMPLOYEES 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 THE HORSES) BY THE ACT OF OTHER PERSONS, OWNERS, GUARDIANS AND/OR THEIR ANIMALS WHILE AT THE FARM.

___ 2. I (WE) ACKNOWLEDGE AND AGREE THAT THE COMPANY, SV AND THE OLLIFFS SHALL NOT BE LIABLE FOR ANY SICKNESS, DISEASE, THEFT, DEATH OR INJURY WHICH MAY BE SUFFERED BY THE HORSE(S) WHILE AT THE FARM. I (WE) UNDERSTAND AND ACKNOWLEDGE THAT ALL RISKS RELATED TO BOARDING, TRAINING, RIDING AND SHIPPING OF HORSE(S), OR FOR ANY OTHER REASON, ARE TO BE BORNE BY US. I (WE) FURTHER AGREE TO HOLD COMPANY, SV AND THE OLLIFFS HARMLESS FROM ANY CLAIM FOR LOSS TO OUR 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 COMPANY, SC OR THE OLLIFFS, OR BY THE NEGLIGENCE OF ANY OTHER PERSON, OR ANY OTHER CAUSE OR CAUSES. THIS WAIVER RELATES SPECIFICALLY TO STABLE VIEW LLC. RIDING ON ADJACENT PROPERTY INVOLVES RISKS FOR WHICH STABLE VIEW LLC CANNOT BE HELD RESPONSIBLE.

___ 3. I (WE) HEREBY ACKNOWLEDGE THE RISKS RELATED TO COVID-19 A/K/A THE CORONAVIRUS. I AGREE TO HOLD SV HARMLESS FROM ANY CLAIM FOR ILLNESS OR DEATH ARISING FROM THE VIRUS THAT MAY BE ALLEGED TO HAVE BEEN CAUSED DIRECTLY OR INDIRECTLY FROM EXPOSURE TO THE VIRUS AT ANY SV FUNCTION OR FACILITY. I AGREE THAT SV SHALL NOT BE LIABLE FOR ANY SICKNESS, DISEASE, OR DEATH WHICH MAY BE SUFFERED BY MYSELF OR ANY GUEST OR INVITEE OF MINE ARISING FROM OR RELATED TO THE VIRUS. I AGREE THAT ALL RISKS RELATING TO THE VIRUS ARE TO BE BORNE BY ME. I HEREBY ASSUME THE SOLE RESPONSIBILITY FOR AND AGREE TO INDEMNIFY, DEFEND AND SAVE SV HARMLESS FROM ANY AND ALL LOSS AND EXPENSES (INCLUDING LEGAL AND EXPERT WITNESS FEES ACTUALLY INCURRED) BY REASON OF THE LIABILITY IMPOSED UPON SV DUE TO ILLNESS, INCLUDING

DEATH AT ANY TIME RESULTING THEREFROM, SUSTAINED TO MYSELF, MY GUESTS AND INVITEES, ON ACCOUNT OF THE VIRUS. I EXPRESSLY WARRANT AND REPRESENT TO SV THAT NEITHER I NOR ANY OF MY GUESTS OR INVITEES HAVE KNOWINGLY CONTRACTED NOR BEEN EXPOSED TO THE VIRUS NOR ARE ANY OF THE AFORESAID EXHIBING ANY SYMPTOMS OF THE VIRUS. IN THE EVENT THAT I LATER DISCOVER THAT THE AFORESAID REPRESENTATION AND WARRANTY IS FALSE IN ANY MANNER, I AGREE TO IMMEDIATELY NOTIFY SV AND PROVIDE AS MUCH DETAILED INFORMATION AS IS AVAILABLE.

___ 4. I (WE) HEREBY ASSUME THE SOLE RESPONSIBILITY FOR AND AGREE TO INDEMNIFY, DEFEND AND SAVE COMPANY, SV AND THE OLLIFFS HARMLESS FROM ANY AND ALL LOSS AND EXPENSES (INCLUDING LEGAL AND EXPERT WITNESS FEES ACTUALLY INCURRED) BY REASON OF THE LIABILITY IMPOSED UPON ANY OF THE AFOREMENTIONED PARTIES DUE TO BODILY INJURIES, INCLUDING DEATH AT ANY TIME RESULTING THEREFROM, SUSTAINED TO ANY PERSON OR PERSONS, INCLUDING MYSELF (OURSELVES) OR ON ACCOUNT OF DAMAGE TO PROPERTY, ARISING FROM OUR HORSE(S), HOWSOEVER SUCH INJURIES, DEATH OR DAMAGE TO PROPERTY OR PERSON MAY BE CAUSED, AND WHETHER OR NOT THE SAME MAY HAVE BEEN CAUSED BY OR ALLEGED TO HAVE BEEN CAUSED BY THE NEGLIGENCE OF COMPANY, SV OR THE OLLIFFS, OR THEIR AGENTS OR ANY OTHER PERSONS.

___ 5. I (WE) EXPRESSLY ASSUME ALL RISKS FOR MYSELF, GUARDIANS, MY CHILDREN, MY PETS AND MY ANIMALS HEREUNDER.

___ 6. (WE) ACKNOWLEDGE AND AGREE, BY SIGNING THIS RELEASE AND INDEMNITY, THAT PURSUANT TO S.C. CODE ANNOTATED SECTION 47-9-720, AN EQUINE ACTIVITY SPONSOR OR AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT RESULTING FROM THE INHERENT RISK OF EQUINE ACTIVITY, AND NO PARTICIPANT OR PARTICIPANT'S REPRESENTATIVE MAY MAKE A CLAIM AGAINST, MAINTAIN AN ACTION AGAINST, OR RECOVER FROM AN EQUINE ACTIVITY SPONSOR, OR AN EQUINE PROFESSIONAL FOR INJURY, LOSS, DAMAGE, OR DEATH OF THE PARTICIPANT RESULTING FROM AN INHERENT RISK OF EQUINE ACTIVITY.

___ 7. I (WE) UNDERSTAND THAT WE ARE WAIVING THE RIGHT TO BRING A LAWSUIT OR MAKE ANY OTHER CLAIM AGAINST COMPANY, SV OR THE OLLIFFS, THEIR MEMBERS, DIRECTORS, OFFICERS, AGENTS, VOLUNTEERS AND EMPLOYEES, AND I FURTHER UNDERSTAND THAT THIS RELEASE AND INDEMNITY WILL BE PRESENTED AS A COMPLETE DEFENSE AGAINST ME IF I (WE) DO BRING ANY LAWSUIT OR CLAIM AGAINST COMPANY, SV OR THE OLLIFFS, THEIR MEMBERS, DIRECTORS, OFFICERS, AGENTS, VOLUNTEERS AND/OR EMPLOYEES. THIS RELEASE AND INDEMNITY SHALL BE BINDING UPON MY (OUR) HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGN.

MY SIGNATURE BELOW CERTIFIES THAT I HAVE READ THIS ENTIRE DOCUMENT AND UNDERSTAND IT.

I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

EMAIL ADDRESS

PHONE#

DATE

SIGNATURE (MUST BE 18 YEARS OR OLDER)

WITNESS

PRINT NAME

SIGNATURE OF PARENT OR LEGAL GUARDIAN IF UNDER 18

PRINT NAME

