

TWIN TREE FARM

1722 Refuge Road
Pendleton, SC 29670



Phone: 864-617-0918
Farm Phone: 864-646-9978
E-mail:twintreefarm@aol.com

WAIVER OF LIABILITY

THIS WAIVER OF LIABILITY ("Waiver") made and entered into as of the ____ day of _____, 20__, by and between Twin Tree Farm, ("Farm"), Kari Anderson Tankersley, Ken Tankersley, all agents and assigns and _____, ("Participant") and, if Participant is under the age of 18 years old, Participant's parent or legal guardian, _____("Guardian").

In consideration of the use of the property and facilities, 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, and unfamiliar object, a person, or another animal; certain hazards such as surface and subsurface conditions; collisions with other equines or objects; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, as failing to maintain control over the animal or not acting within the participant's ability.

WARNING

UNDER SOUTH CAROLINA LAW, AND 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.

I do hereby acknowledge that I have voluntarily applied to participate in an equine activity with Farm. _____ (Please initial)

I understand that equine activity involves numerous risks of injury that are my responsibility and I assume these risks.

I hereby release Farm, Owner, Trainers 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 this Farm 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 in relation to the premises and operations of this stable, including, but not limited to, while riding, handling, or otherwise being near horses owned by or in the care, custody and control of this stable.

B. DUTIES, RIGHTS, AND AUTHORITIES

Participant agrees to abide by all the Farm’s rules and regulations, and Participant is responsible for using protective gear (helmets and boots). Anyone under 18 is required to wear a helmet while riding.

PLEASE WRITE THE FOLLOWING STATEMENT AND SIGN:

“I have read and understood the warnings and waiver or liability before signing it.”

C. SIGNATURES

Printed full name of Participant

Signature of Participant

IF PARTICIPANT IS UNDER AGE 18, PARENT/GUARDIAN SIGNATURE IS REQUIRED

Printed full name of Parent/Guardian

Signature of Parent/Guardian

Date: _____

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

Participant’s Name: _____ DOB: _____

Emergency Contact Information #1:

Name: _____ Relation: _____

Mobile Phone Number: _____ Home Phone: _____

Emergency Contact Information #2:

Name: _____ Relation: _____

Mobile Phone Number: _____ Home Phone: _____