

**GREAT OAK AIKEN THERAPEUTIC RIDING CENTER
RELEASE OF LIABILITY, WAIVER OF RIGHT TO SUE AND INDEMNITY AGREEMENT**

WARNING: 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 AN 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.

On behalf of myself, my personal representatives, heirs, next of kin, spouse, and assigns hereby acknowledge that horseback riding involves serious risks and that it is not possible to foresee or prevent all such risks. I am aware that the fall of a rider from a horse and other accidents involving the horse and it's rider can be caused by sudden, unforeseen occurrences and that a fall or other accident can be crippling or fatal to the rider and may cause an injury to or the death of the horse. I understand that the behavior of horses can be unpredictable and irrational regardless of their past training and past performance.

On behalf of myself, my personal representatives, heirs, next of kin, spouse, and assigns hereby acknowledge the risks related to COVID 19 also known as the Coronavirus. I agree to hold Great Oak 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 facility maintained by Great Oak or at any function organized by or on behalf of Great Oak. I agree that Great Oak 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 our 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 Great Oak 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 Great Oak 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 Great Oak 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 exhibiting 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 Great Oak and provide as much detailed information as is available.



GREAT OAK

EQUINE ASSISTED PROGRAMS

803-226-0056

1123 Edgefield Highway
Aiken, SC 29801

www.greatoakeap.org

In light of the above, I voluntarily assume the risk and danger of injury or death inherent in the use of the horse, equipment and gear provided to me by Great Oak Aiken Therapeutic Riding Center, and/ or its officers, directors, employees, agents, sponsors and volunteers (all of the aforesaid being collectively known as "Great Oak"). If I have requested my own equipment be used, I agree that Great Oak shall have no responsibility to maintain such equipment and that safety hazards may be present.

I agree to and do Release, Discharge, and Promise Not to bring a lawsuit against Great Oak doing business under their own name or any other names.

I agree and promise to hold Great Oak harmless and to fully indemnify then from and against any claim, judgment, or expense that may incur arising out of or in any way connected with either my use of the horse and any equipment provided therewith or the facility and landowners, or any acts or omissions of other employees and agents and volunteers.

I agree to abide by and follow any instructions given or rules established by Great Oak.

The laws of the State of South Carolina shall govern this release and waiver. If a court holds any portion of this release invalid, it is agreed that the remainder of this release shall continue in full legal force and effect notwithstanding the invalidity of some part of it.

I HAVE READ THIS DOCUMENT. I UNDERSTAND IT IS A PROMISE NOT TO SUE AND A RELEASE AND INDEMNITY FOR ALL CLAIMS. I SIGN THIS RELEASE VOLUNTARILY.

Volunteer Name: _____

Signature (or Legal Guardian if a Minor): _____

If signed by Legal Guardian, Print Name of Legal Guardian: _____

Date: _____

Email: _____

Phone Number: _____

Name of Personal Insurance Provider: _____

Policy Number: _____



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