

Release of Liability and Acknowledgement of Risk

1. In consideration of the use of the facilities of the Fox Hollow of Aiken Property Owner's Association, Inc., its owners, officers, volunteers, participants, employees and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as Fox Hollow), I hereby agree to release and discharge Fox Hollow on behalf of myself, my children, my parents, my heirs, assigns, personal representatives, and estate as follows:
2. I expressly agree and promise to accept and assume all the inherent risks existing in any equine activity which includes, but is not limited to riding horses. My participation in this activity is purely voluntary and I elect to participate in spite of the risks. I understand that equine activity, including horseback riding, involves risks which could result in physical or emotional injury, paralysis, death or damage to myself, to property, or to third parties, I understand that such risk cannot be eliminated without jeopardizing the essential qualities of the activities.
3. I understand and acknowledge that there are inherent risks with any equine activity; that inherent risks of equine activity means those dangers or conditions which are an integral part of equine activities, including but not limited to, any of the following risks:
 - a. 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;
 - b. The unpredictability of an equine's reaction to sound, sudden movement, an unfamiliar object, a person, a vehicle, or another animal;
 - c. Certain hazards including, but not limited to, surface and subsurface conditions;
 - d. Collisions with other equines, other animals, a person, vehicle or objects;
 - e. The potential of an equine activity participant to act in a negligent manner that may contribute to injury, death or loss to the person of the participant or to other persons, including, but not limited to, failing to maintain control over an equine or failing to act within the ability of the participant.
4. I voluntarily execute this written waiver by which I expressly release, forever discharge, and waive any claim or cause of action, which I may have against Fox Hollow. I understand that by signing this waiver I do not have a claim or cause of action upon which a recovery of damages may be based and may not recover damages in a tort or other civil action against Fox Hollow from any and all claims, demands, or causes of actions which are in any way connected with my participation in this activity or my use of Fox Hollow's facilities, including any claims which allege negligent acts or omissions of Fox Hollow.

WARNING: Under South Carolina law, an 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 of South Carolina 1976.

This waiver shall remain in effect until revoked by me. DATE: _____

NAME: _____, if minor, Date of Birth: _____

SIGNATURE (Parent or Guardian must sign for minor under 18 years of age):

ADDRESS: _____

Home Phone: _____ Cell Phone: _____ Other: _____

EMERGENCY CONTACT Name and Number(s) _____