

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Indemnifying the entities below ("The Releasee," "Paige LaBella and Horse PT LLC"): Paige LaBella, riding Instructor and trainer, 215 Colbert Bridge Road, Windsor, SC 29856.

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND YOUR AGREEMENT TO ITS TERMS. BY SIGNING THIS AGREEMENT, YOU (AND/OR YOUR CHILD) ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE FOR REASON INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF THE TRAINER, THE STABLE, ITS OWNERS, EMPLOYEES AND AGENTS ("THE RELEASEES"). "Horse" refers to any equine: horse, pony, mule, donkey, etc.

I, _____, (and my minor child _____)
(hereinafter the "Undersigned") reside at (Street Address):

_____, in (City)
_____, (State, Zip) _____.

In consideration for allowing me (or my minor child) to handle and ride a horse and on behalf of myself, my child or our personal representatives, heirs, next-of-kin, spouses and assigns, THE UNDERSIGNED HEREBY:

(Initial next to each as you have read them.)

_____ 1. Acknowledge horses may, without warning or any apparent cause, buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's feet, push or shove a person, saddles or bridles may loosen or break - all of which may cause the rider to fall or be jolted resulting in serious injury or death to the Undersigned or any person within close proximity of a horse.

_____ 2. ACKNOWLEDGE THAT HORSEBACK RIDING, THE HANDLING OF A HORSE OR BEING IN CLOSE PROXIMITY TO A HORSE IS AN INHERENTLY DANGEROUS ACTIVITY AND INVOLVES RISKS THAT MY CAUSE SERIOUS INJURY AND IN SOME CASES DEATH because of the unpredictable nature of horses, regardless of their training or past performance.

_____ 3. Voluntarily assume the risk and danger of injury or death inherent in the handling or riding of the horse or being in close proximity to a horse or on the premises of the stable or the failure to wear a protective helmet when riding a horse, and use of saddles, bridles, equipment and gear provided to me by or installed by Paige LaBella.

_____ 4. RELEASE, DISCHARGE AND PROMISE NOT TO SUE Paige LaBella or Horse PT LLC for any loss, damage, injury (including death) or cost to me or my child, arising from the handling or riding of a horse or being in close proximity to a horse or on the premises of the stable or the failure to wear a protective helmet when riding a horse, and use of saddles, bridles, equipment and gear provided by Paige LaBella.

_____ 5. Release Paige LaBella and Horse PT LLC from any claim of negligence in connection with my or my child's riding a horse, including but not limited to training or selecting horses, maintenance, care, fit or adjustment of tack, instruction on riding skills or leading and supervising riders or the use of any equipment provided by Paige LaBella and Horse PT LLC which resulted in loss, damage, injury or death.

_____6. INDEMNIFY, AND SAVE AND HOLD HARMLESS Paige LaBella and Horse PT LLC from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with either my or my child's handling or riding the horse or being in close proximity to a horse while under the instruction or care of Paige LaBella and Horse PT LLC.

_____7. Agrees that the Undersigned has read and understands the following language of the South Carolina State Equine Statute Code Ann. 47-9-710: "Under South Carolina law, an equine sponsor or professional shall not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities."

_____8. The Undersigned expressly agrees that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by laws of the South Carolina and is intended to be as broad and inclusive as is permitted by law, and that in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable for any reason, the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

_____9. Acknowledge that this document is a contract and agree that if a lawsuit is filed against Paige LaBella and Horse PT LLC for any injury or damage in breach of this contract, the Undersigned will pay all attorney's fees and costs incurred by Paige LaBella and Horse PT LLC in defending such an action.

_____10. ALL RIDERS ARE REQUIRED TO WEAR A PROTECTIVE HELMET. IT IS MY UNDERSTANDING THAT SAID HELMET IS NOT GUARENTEED TO BE EFFECTIVE AND MAY FAIL IN THE EVENT OF AN ACCIDENT.

I have read this document. I understand it is a promise not to sue and a promise to release and indemnify the Paige LaBella and Horse PT LLC, employees and agents for all claims. I have made a free and deliberate choice to sign the Release and Waiver as a condition to Paige LaBella and Horse PT LLC, allowing me or my child to ride or handle a horse as part of any equestrian program and/or event. I have concluded that the risks involved and the Release and Waiver of Liability is worth the pleasure of horseback riding experience and acknowledges that the same is valuable consideration for this Release and Waiver of Liability.

Medical Release: I authorize Paige LaBella / Horse PT LLC, and its agents or operators to provide access to medical treatment at the nearest hospital if necessary. Name and signature of rider (or parent/guardian if rider is under 18 years old.)

Signature: _____ Date: _____

Email: _____ Phone: _____

Emergency Contact

Name: _____ Phone: _____

2nd Phone: _____ Relationship: _____