

# STABLE VIEW, LLC. RELEASE AND INDEMNITY

WEREAS, IN CONSIDERATION FOR AND AS AN INDUCEMENT FOR SAGE MILL, LLC, 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") AND ADJACENT PROPERTY UPON WHICH CERTAIN RIDING TRAILS ARE LOCATED (THE "RIDING ACCESS PROPERTY") (TOGETHER THE EQUESTRIAN CENTER AND THE RIDING ACCESS PROPERTY SHALL BE REFERRED TO AS THE "FARM"), ALL IN AIKEN COUNTY, SOUTH CAROLINA, THE UNDERSIGNED HEREBY AGREES AS FOLLOWS:

1. I (WE) AGREE TO HOLD SAGE MILL, LLC, ITS SUCCESSORS AND ASSIGNS, (THE "COMPANY") 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 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.

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

5. I (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.

6. 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.

**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.**

MY SIGNATURE BELOW CERTIFIES THAT I HAVE READ THIS ENTIRE DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARY SURRENDER CERTAIN LEGAL RIGHTS.

EMAIL ADDRESS

DATE

WITNESS

SIGNATURE OF PARENT OR  
LEGAL GUARDIAN IF UNDER 18

PHONE #

SIGNATURE (MUST BE 18 YEARS OR OLDER)

PRINT NAME

PRINT NAME