

Equine Waiver & Release Form

This Waiver and Release from tort and civil liability is made this _____ of _____, 2011 between Equine Activity Participant _____ (Participant) and **Dream Equine's Foalpalooza at Three Runs Plantation, Aiken, S.C.**

1. Participant understands that there are risks inherent in dealing with horses and ponies (equine activity). For example, Participant understands that SOME of the inherent risks include:
 - a. The propensity of an equine to behave in ways that may result in injury, death or loss to persons on or around the equine;
 - b. The unpredictability of an equine's reaction to sounds, sudden movements, unfamiliar objects, persons, or other animals;
 - c. That there may be hazards, including, but not limited to, surface or subsurface conditions;
 - d. The possibility of a collision with another equine, another animal, a person, or an object;
 - e. The potential of an equine activity to act in a negligent manner that m 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;
2. With full understanding of the inherent risks involved in equine activity, some of which has been described in Paragraph 1 above, Participant agrees to waive, release and hold harmless **Dream Equine's Foalpalooza** from all tort and civil liability arising from or related to participation of equine activity. This agreement to waive, release and hold harmless includes not only **Dream Equine Therapy Center**, but all organizers, volunteers, employees, agents and independent contractors whether they be trainers, veterinary personnel, farrier's equine care providers and maintenance personnel and the like.
3. Participant further understands the examples of the equine activity, taking place on or with an equine activity, including, but not limited to:
 - a. Riding, jumping, showing, competitions, trail riding and the like;
 - b. Teaching, instructing and evaluation, both rider and the equine;
 - c. Traveling, loading and unloading of equines.
4. This Voluntary Waiver Agreement is made and entered into the State of South Carolina and shall be enforced and interpreted under the courts and laws of the State of South Carolina.
5. **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.
6. Participant agrees the Participant has been given sufficient time to read, understand, and ask questions, if any, concerning the nature and scope of this Voluntary Waiver Agreement.

Participant: _____ Date _____

Parent or Guardian if Participant is a minor Date _____