

THIS IS AN IMPORTANT LEGAL DOCUMENT. BY SIGNING IT YOU ARE RELEASING CLAIMS THAT AFFECT YOU AND YOUR FAMILY. YOU ARE ALSO AGREEING TO ENSURE ANYONE YOU BRING WITH YOU HAS SIGNED THIS AS WELL. IF YOU BREACH THIS AGREEMENT, YOU MAY BE RESPONSIBLE FOR COSTS, ATTORNEY'S FEES AND POSSIBLY DAMAGES AS WELL. IN SIGNING THIS DOCUMENT YOU ACKNOWLEDGE THAT YOU WERE NOT FORCED OR MISLED TO SIGN IT, THAT YOU HAD SUFFICIENT TIME TO CONSULT AN ATTORNEY BEFORE YOU SIGNED IT, OR THAT YOU INTENTIONALLY DECIDED NOT TO SEEK COUNSEL BEFORE SIGNING IT.

WHISKEY ROAD FOXHOUNDS

RELEASE, WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT

I am engaging in one or more of the following equine related activities (the "Activities") including without limitation: fox hunting (which often entails jumping over fences and other obstacles and riding in and through rough, steep, wet and dangerous terrain), trail riding, hunter pace, showing, jumping and/or eventing.

I am engaging in one or more of the Activities with Chime Bell Properties Inc. d/b/a Whiskey Road Foxhounds ("WRFH"). WRFH, its officers, directors, members, masters, guests, subscribers, participants, riders, agents, employees, invitees, lessees, licensees, and all landowners where the Activities may take place, are collectively described as the "Released Parties", or individually as a "Released Party", and this document applies to all Released Parties and is executed and delivered for their protection.

Unless I had read, understood, signed and delivered this agreement, I know that I would not have been permitted to engage in any of the Activities. I wish to participate in the Activities, although I know of the dangers associated with them, such as falling, being kicked or having my horse kicked, slipping, or other dangers, and understand that they can lead to personal injuries or death, and property damage.

I accept and assume all of the risks of all injuries, including death, to me or damage to my property, including without limitation, my horses, dogs, other animals of mine, or any of my equipment, which may occur during the Activities. I know that the Activities are inherently dangerous and unpredictable.

In exchange for being permitted to engage in the Activities, or to be upon a Released Party's property for any reason, I, for myself, my heirs, guardians, and legal representatives, release and agree not to make or bring any claim of any kind against any of the Released Parties, or any of their personal representatives, heirs, successors and assigns, for any injury or death to me, or any damage to my property, whether arising from anyone's negligence or not, or any other cause, arising out of my use of or being on the real property of any Released Party, or my participation in any of the Activities, with or without the Released Parties. I understand and agree that the terms of this document shall apply whether I am on the real property of a Released Party or not. The intent of this document is to release all claims, regardless of where they may have arisen or occurred, when they arise from the Activities.

To ensure that I do not sign this agreement, then violate it or have it violated for me, I agree that if anyone makes any claims because of any injury to me or death, or for any damage to my property, I hereby indemnify and hold the Released Parties, and their personal representatives, heirs, successors and assigns, harmless from and against all claims, costs, expense or loss, including, but not limited to, reasonable attorney's fees and court costs.

Additionally, if I have brought anyone with me to participate in any of the Activities with any Released Party, I recognize and agree that it is my obligation to have such person execute a copy of this document and provide the original thereof to WRFH prior to the time such person engages in any of the Activities. If I fail to completely fulfill this obligation, and such person asserts a claim against any Released Party, I hereby indemnify and hold the Released Parties, and their personal representatives, heirs, successors and assigns, harmless from and against all claims, costs, expense or loss, including, but not limited to, reasonable attorney's fees and court costs, which relate to such person and any claim they may assert.

I represent and acknowledge that prior to signing this document I had the opportunity to seek counsel concerning its terms and effect. If I did not seek the advice of counsel, this was only because I chose not to.

I further represent that I have not been coerced, misled or forced into signing this agreement. I have read its terms, understand them, and freely make this agreement.

This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns.

This agreement may be revoked, but only if the signor demands the original back from WRFH and the original is returned to the signor by WRFH. Upon the completion of those conditions, this agreement shall be considered revoked. Otherwise, it shall remain in full force and effect. Upon such revocation, the signor shall have no authority to engage in any of the Activities with any of the Released Parties, and shall be considered a trespasser if the lands of any Released Party is entered.

In case any provision of this document should be held to be invalid, the remaining provisions shall remain effective. This agreement shall be construed and enforced pursuant to the laws of the State of South Carolina. Any question concerning this agreement's interpretation or enforcement shall be determined in the Court of Common Pleas, for the Second Judicial Circuit, Aiken County, South Carolina

WARNING

UNDER SOUTH CAROLINA LAW, AN EQUINE ACTIVITY SPONSOR OR EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR 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.

IN SIGNING THIS DOCUMENT YOU ACKNOWLEDGE YOU UNDERSTAND ALL OF ITS TERMS AND YOU SIGNED THE DOCUMENT FREELY AND WILLINGLY.

Dated: _____

Signature of Adult participant_____

Printed Name_____

For anyone under 18 years of age

Printed name of participant_____

Signature of Parent or Legal Guardian_____

E Mail_____

Emergency Contact_____

Affiliated Hunt_____