

Nick Ellis Clinic

THE CAMDEN HUNT, LTD. RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

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 IN CONSIDERATION of being permitted to participate in the equestrian clinic by Nick Ellis and the Camden Hunt LTD, (all of the above, collectively, the "Equine Activities") and the Undersigned, _____ for him or herself, his or her personal representatives, heirs and next of kin:

1. Acknowledges, agrees, and represents that he or she is knowledgeable of the inherent risk of Equine Activities, is experienced and comfortable in the company of horses and experienced in riding, mounting, stabling, feeding and caring for horses.

2. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE THE CAMDEN HUNT, LTD, or the directors, shareholders, officers, independent contractors, agents and employees of The Camden Hunt, Ltd., or the owners of the property (the "Releasees") FROM AND FOR ANY AND ALL LIABILITY TO THE UNDERSIGNED, his or her personal representatives, assigns, heirs and next of kin FOR ANY AND ALL LOSS OR DAMAGE WHATSOEVER, AND ANY CLAIM OR DEMAND THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED, and arising out of or related in any way to the Equine Activities participated in by the Undersigned, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

3. HEREBY AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND the Releasees and each of them FROM AND AGAINST ANY AND ALL CLAIMS, LOSS, LIABILITY, DAMAGES, SUITS, ACTIONS, CAUSES OF ACTION OR COSTS of any kind, including reasonable attorney fees, that arise or may arise out of, or be related in any way to participation by the Undersigned in the Equine Activities, whether asserted by the Undersigned, his or her heirs, executors or assigns or by any third person or

entity, and WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

4. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE including any INJURY TO, DEATH OR LOSS OF, OR LOSS IN VALUE OF any horse, arising out of or related to participation by the Undersigned in Equine Activities, whether caused by the NEGLIGENCE OF RELEASEES OR OTHERWISE.

5. HEREBY acknowledges that he or she will be engaging in Equine Activities that require both physical and mental stamina and strength, and he or she believes and has represented to the Releasees that he or she is physically and mentally fit to participate in the Equine Activities, and that HE OR SHE UNDERSTANDS THAT EQUINE ACTIVITIES MAY BE DANGEROUS AND INVOLVE RISK OF SERIOUS INJURY, DEATH, AND/OR DAMAGE TO PROPERTY, INCLUDING DAMAGE, INJURY OR DEATH OF THE HORSE.

6. HEREBY agrees that this Agreement extends to all acts or omissions of the Releasees, INCLUDING NEGLIGENT ACTS OR OMISSIONS OF RELEASEES, AND TO UNDERLYING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the State of South Carolina and of any other State or Province in which the Equine Activities may be or are conducted, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND IT BY MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Print Name _____ Date: _____ SIGNATURE _____

Address

State

zip