



WAIVER OF LIABILITY, HOLD HARMLESS and CONSENT TO TREATMENT AGREEMENT

Student Name: _____ L Number: _____

Local Address: _____

Phone Number: _____ E-mail Address: _____

Home Address: _____

Parent/Guardian Name: _____

Parent/Guardian Phone Number(s): _____

In case of an emergency contact: _____

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 receiving permission to participate in the Lander University Equestrian Center Programs, I _____, an equine activity participant, do hereby **RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE** Lander University, Lander University Equestrian Center (“LUEC”), the Lander Foundation, the State of South Carolina, and their affiliates, officers, servants, agents, or employees (hereinafter referred to as **RELEASEES**) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage or injury, including death, that may be sustained by me, or to any property belonging to me, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES**, or otherwise, but excluding intentional misconduct or gross negligence, while participating in said Program, or while in, or upon any premises where said Program is being conducted.

I knowingly, willingly, and voluntarily acknowledge the inherent risks associated with the sport of equestrian and know that horseback riding and related equestrian activities are inherently dangerous, and that participation in any LUEC event involves risks and dangers including, without limitation, the potential for serious bodily injury (including broken bones, head or neck injuries), sickness and disease (including communicable diseases), trauma, pain & suffering, permanent disability, paralysis and death; loss of or damage to personal property (including my mount & equipment) arising out of the unpredictable behavior of horses; exposure to extreme conditions and circumstances; accidents involving other participants, event staff, volunteers or spectators; contact or collision with other participants and horses, natural or manmade objects; adverse weather conditions; facilities issues and premises conditions; failure of protective equipment (including helmets); inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the LUEC event organizers and competition management; and other undefined, not readily foreseeable and presently unknown risks and dangers (“Risks”). **I FURTHER HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court costs and attorneys’ fees, that I may incur due to my participation in the LUEC Programs, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES, OR OTHERWISE but excluding intentional misconduct or gross negligence.**

It is my express intent that this Release and Hold Harmless Agreement shall bind the members of my family and spouse, if any, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a **RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE** the above named **RELEASEES**. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be considered in accordance with the laws of the State of South Carolina.

This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I HAVE READ THE FOREGOING WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT, UNDERSTAND IT, AND SIGN IT VOLUNTARILY AS MY OWN FREE ACT AND DEED; NO ORAL REPRESENTATION, STATEMENTS, OR INDUCEMENTS, APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE; I AM AT LEAST EIGHTEEN (18) YEARS OF AGE, FULLY COMPETENT, AND I EXECUTE THE RELEASE FOR FULL, ADEQUATE AND COMPLETE CONSIDERATION FULLY INTENDING TO BE BOUND BY THE SAME.

CONSENT FOR TREATMENT

I give my permission, in the event that my designated family physician or dentist cannot be reached by phone for Lander University’s Staff to make appropriate arrangements for emergency care whether it be by a physician or dentist, or medical or dental facility should I become injured or ill while participating in the LUEC Programs.

It is understood that I will assume any financial responsibility for any medical or dental expenses that may be incurred for my treatment.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this _____ of _____ 20____.

Participant Signature

Date

Parent of Guardian Signature (if participant is a minor)

Date