

Blue Wave Stable Equine Liability Waiver and Release Form

To be signed by participant (Parent or Guardian if under age 18)

This Waiver and Release from all legal and civil liability is made this

day _____

__20_____

Between Equine Activity Participant _____

And all Blue Wave Stable participants, visitors, Blue Wave Stable Owners and any one volunteering to help at Blue Wave Stable or anyone boarding, barn members and or customers. This agreement signed is Valid for a period no greater than 5 years and protects all participants thus stated above as explained in said agreement between Participant and Blue Wave Stable Owners and all said members, boarders, customers, volunteers as stated above.

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 including but not limited to:

- a. The propensity of an equine to behave in ways that may result in injury, death or loss of limb or brain injury to persons on or around said equines;
- b. The unpredictability of an equine's reaction to sounds, sudden movements, unfamiliar objects, persons, surrounding energy level or other animals;
- c. That there may be hazards, including but not limited to, surface of subsurface conditions;
- d. The possibility of a collision with another equine, another animal, a person or objects like trees, buildings, fences and any object in the equines reach.
- e. The potential of an equine activity Participant to act in a negligent manner that may contribute to injury, death, or loss to that person or another 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; or the lack of other participants not being able to maintain control over their equines actions.

2. Participant agrees they have full understanding of the inherent risks involved in equine activity, some of which have been described in paragraph 1 above, participant agrees to waive, release and hold harmless Blue Wave Stable, its staff, its volunteers and property owners from all Legal and

Civil liability arising from or related to participation in equine activity, furthermore any legal action taken against or pursued by signee or members of attendees or their friends or family in relationship to participating at Blue Wave Stable Equines or events will also agree to pay all legal fees for Blue Wave Stable defense in such action.

3. Participant further understands the examples of the equine activity taking place on or with an equine, including but not limited to:

- a. Riding, jumping, showing, competitions, fairs, trade shows, trail riding, parties, visiting, petting and any other equine activity mentioned or otherwise,
- b. Teaching, instructing, and evaluation, both the rider and equine;
- c. Routine care and feeding of the equine, including veterinary and farrier;

d. Traveling, loading and unloading of equines, not limited to automobile or trailer accidents, including injury to equines as well as participants.

e. Breeding activity, both natural and artificial.

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. Participant agrees that he or she has been given sufficient time to read, understand, and ask questions, if any, concerning the nature and scope of this Voluntary Waiver Agreement. However Blue Wave Stable is not responsible for participants not reading, or asking questions about said document.

6. Participant agrees to authorize and pay for any Emergency Medical Care should participant need medical care determined by Blue Wave Stable and or its participants.

7. Participant understands that not signing this agreement does not negate that the liability waiver is in place. Any participation with equines or any activity on the Blue Wave Stable site or traveling with or riding on Blue Wave Stable equines regardless of location assumes that visitor, participant or guest agrees to all said in this liability agreement as well as all rules and regulations that are posted on the Blue Wave Stable website as well as rules posted on the property site. This agreement is posted at the entrance of the Blue Wave Stable Barn as well as on the www.bluewavestable.com website.. All visitors are required to sign the document before entering said property and it is automatically assumed the participant approves all that is listed within the document even if they do not sign the document.

8. By said participant signing this agreement and/or by just entering Blue Wave Stable Premises you are agreeing that Blue Wave Stable will not be held responsible for any damages, injuries or potential negative events or comments that could cause a participant or their equine harm in any way and any persons, individuals, equine or estates that attempt to take legal action against Blue Wave Stables will also be responsible for all legal fees and all costs Blue Wave Stable will incur in an effort to defend itself in such an action.

9..By signing this agreement you as rider/visitor agrees to indemnify and hold harmless in perpetuity the Blue Wave Stable LLC, Owners of Blue Wave Stable LLC, and their family as well as those on the property at the time, including all volunteers, employee's, guests, contributors, contractors, property owners and or animals from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, any legal fee or medical fees arising out of visit, appointment, lesson, trail ride or any other reason while at Blue Wave Stable, riding or participating with their horses or just visiting the grounds.

10This agreement stands in affect in perpetuity after signing this agreement. Both parties agree that this agreement may change and that those changes will automatically apply to this signed agreement and that signee understands that those rules, changes and applications of such will apply to this agreement for in perpetuity thus signed and that no additional signature will be needed for those Liability Waiver and Release Form to maintain its status as being in good standing as stated above including in changes that may have happened during the term of this agreement.

11: All Riders under the age of 18 must wear a helmet. If a rider denies the opportunity to wear a helmet than signing below the rider understands that doing so greatly increases the risk to participating in the equine activity including but not limited to all the items listed in this agreement. Should any injury be incurred because a lack of a helmet the participant agrees to not hold Blue Wave Stable or any individual or participant accountable.. All terms of this agreement will also be applied to choice of not using a helmet. Blue Wave Stable always recommends using a riding helmet regardless of a rider's age or experience. Signing this agreement participant understands and takes full responsibility for not using a helmet. _____

Participant Signature or Guardian/Parent if under age 18. _____

Date: _____ 20 _____

