

PONY EXPRESS PROPERTY OWNERS ASSOCIATION, INC.

WAIVER and RELEASE

UNDER THE SOUTH CAROLINA LAW AND EQUINE ACTIVITY SPONSOR OR EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OUR THE DEATH OF A PARTICIPANT IN AN EQUINE ACTIVITY RESULTING FROM AN INHERENT RISK OF EQUINE ACTIVITY PURSUANT OF ARTICLE 7, CHAPTER 9 OF TITLE 47, CODE OF LAWS OF SOUTH CAROLINA 1976.

I understand that there are risks inherent in dealing with horses to include but not limited to the following:

- ***The propensity of an equine to behave in ways that may result in injury, death, or loss to persons in or around equines.***
- ***The unpredictability of an equine's reaction to sounds, sudden movements, unfamiliar objects, persons or other animals.***
- ***That there may be hazards, including, but not limited to, surface or subsurface conditions.***
- ***The possibility of a collision with another equine, another animal, a person or other object.***
- ***The potential of an equine activity participant to act in a negligent manner that may contribute to injury, death or loss to the personal of the participant or to other persons, including, but not limited to, failing to maintain control over an equine or failing to act with the ability of the participant.***

NOTICE: All Owners, members and Guests under the age of 21 are required to wear ASTM/SEI approved safety helmets at all times when mounted on the common areas (including roadways) and Equestrian Trails. All other Owners, Members and Guests are required to wear ASTM/SEI approved helmets when engaged in jumping activities in the common areas (including roadways) and Equestrian Trails; and are strongly encouraged to wear such safety helmets when engaged in other non-jumping riding activities such as trail riding; however should such adult choose not to wear such helmet it is understood that he/she does so at his/her sole risk, recognizing that equine activities are inherently risky.

I agree to waive, release and hold harmless Pony Express POA, Inc. its agents and/or employees from any and all claims which I might make and/or any claims asserted by any third parties arising out of any equestrian activity in which the undersigned or any horse owned by or controlled by the undersigned are involved.

The undersigned agrees to assume ANY AND ALL RISKS INVOLVED IN OR ARISING FROM ANY ACTIVITY OR PRESENCE UPON PROPERTY OF PONY EXPRESS POA, INC., including but not limited to, the risk of death, bodily injury, property damage, property damage, the unavailability of emergency medical care. It is the responsibility of the undersigned to carry full and complete insurance coverage on his/her horse, personal property and himself/herself.

I have carefully read this agreement and fully understand its contents. I am aware that this is a release from all tort and civil liability arising from or related to participation in equine activity and a contract between myself and Pony Express POA, Inc. its owners, employees and agents and I have signed this release of my own free will.

Rider (21 yrs. Or older) or Guardian Signature*: _____ Date*: _____

Rider Printed Name _____ *Phone Number*: _____ *Emergency Contact*: _____

Phone # _____

Address*: _____ *City*: _____ *State _____ *Zip _____