

Attendees Voluntary Release of Liability and Assumption of Risk Agreement

Read Before Signing. This is a legal binding contract.

**Carolina Hores and Carriage, LLC or Carolina Hores and Carriage, LLC's Clear Creek Adventures**

Attendees Name (Print parent's or Gaudian Name): \_\_\_\_\_

Your phone # \_\_\_\_\_

If your participating child is under 18 you must have the bottom section on Page 2 signed by the Child's parent or guardian)

In exchange for being allowed to watch, use the equipment of Carolina Hores and Carriage, LLC (CHC, LLC) or Carolina Hores and Carriage, LLC's Clear Creek Adventures (CCA) or to participate in any way in the activity of riding a horse or tubing the creek or any of its other related activities, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERS. I, the undersigned, for myself and my successors or assigns, acknowledge, appreciate, and agree that:

1. I can swim, and I am physically and mentally capable of participating in these activities. 2. The use of CHC, LLC's CCA equipment, the transportation provided, the horses ridden and the other agritourism activities are inherently hazardous. By way of example, and not limitation, these hazards include: wet or uneven surfaces, slips, trips, falls, collisions with or entrapment in rocks or trees both above and below the water, equipment failure, vehicle accidents, encounters with wildlife, and weather conditions. 3. The risk of injury from these and other hazards, both known and unknown, as well as from the use of the equipment, the transportation provided, and the use of the creek and its surrounding areas is significant. Including but not limited to; cuts, lacerations, bruises, sprains, strains, poison ivy, snake bites, dislocations, broken bones, head injuries, drowning, permanent paralysis, or death. 4. I have familiarized myself with the conditions of the creek, including its sides and the surrounding areas, and the weather conditions/forecast for the duration of my involvement in the activity. 5. I knowingly and freely assume all risks, both known and unknown, related to the use of the equipment, the transportation, or the activity of river tubing, equestrian encounters and the related events; even if arising from the negligence of the Releasees or others, and assume full responsibility for myself while using the equipment, the transportation, or while participating in the equestrian activity, creek use and related agrotourism events. 6. I willingly agree to comply with all written and verbal terms, conditions, warnings, restrictions, and directions given by Clear Creek Adventures or others for the use of the equipment, the transportation, and the equestrian activity and its related events. 7. If I incur any injuries while using the equipment or participating, I will immediately notify a Clear Creek Adventures representative, fill in and sign an accident form, and seek any necessary medical attention at my own expense. 8. I, for myself and on behalf of successors, my heirs, assigns, personal representatives and next of kin, hereby release, indemnify, hold harmless, and promise not to sue CHC, LLC or CHC, LLC's CCA, its officers, officials, servants, volunteers, agents and or employees, other participants, sponsors, advertisers, promoters, property owners or lessors, public entities, and any other individual that is connected in any manner with the events of CHC, LLC or CHC, LLC's CCA, their transportation, or the activity. I hereby release, indemnify, hold harmless, and promise not to sue, CHC, LLC or CHC, LLC's CCA, from any and all

claims, demands, losses, and liability arising out of or related to any injury, disability, or death I may suffer, or loss or damage to person or property, whether arising from the negligence of the releasees or otherwise, to the fullest extent permitted by law. 9. I agree that should I or my successors or assigns assert a claim as a result of my use of the equipment, transportation, or participation in the activity of river tubing and its related events, the claiming party shall be liable for the expenses, including legal fees, incurred by the releasees. The claim shall be submitted to arbitration before the American Arbitration Association, and not by way of civil lawsuit filed in either the state or federal courts. Three arbitrators, including one neutral shall be utilized. 10. Every term and provision of this contract is intended to be severable in whole or in part. If any of them are found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable on me, my successors and assigns. 11. By participating in or attending any activity in connection with this program, whether on or off the premises, I consent to the use of any photographs, pictures, film, or videotape taken of me or my child or provided by me for publicity, promotion, television, websites, or any other use, and expressly waive any right of privacy, compensation, copyright or other ownership right connected to same.

I have read this document, fully understand its meaning and intent of same, understand that I am giving up substantial rights by signing it, and sign it voluntarily for the privilege of using CHC, LLC or CHC, LLC's CCA, or participating in the equestrian, agritourism or other related events.

(Print Gaudian Name): \_\_\_\_\_

Consent and release of Parent or Guardian for minors under 18 years old.

Child's Name: \_\_\_\_\_ DOB: \_\_\_\_\_

I am the parent or guardian of the minor listed above. I certify that they properly fit into the equipment, that they are able to properly use it, and that they are capable of participating in the activity of Carolina Horse and Carriage, LLC, and Carolina Horse and Carriage, LLC's Clear Creek Adventures, and its related events. I certify that I, as parent/guardian with legal responsibility for this participant, do consent to their use of the equipment and participation in the activities. I agree that the terms of the contract above shall likewise bind me, my child, my heirs, legal representatives, and assigns. I hereby release and shall defend, indemnify, and hold, Carolina Horse and Carriage, LLC, and Carolina Horse and Carriage, LLC's Clear Creek Adventures its officers, officials, servants, volunteers, agents and or employees, other participants, sponsors, advertisers, promoters, property owners or lessors, public entities, and any other individual that is connected in any manner with the rental of the equipment, the transportation, or the activity and its related events from every claim and any liability arising out of my minor's use of the equipment, transportation, or participation in the equestrian, agritourism and the related events. I further promise not to sue the entities referenced above on my behalf or on behalf of my minor listed above. I have read this document fully. I fully understand its meaning and intent of same. I understand that I am giving up substantial rights for myself and for my minor listed, and voluntarily sign it for the privilege of allowing my minor to use all Carolina Horse and Carriage, LLC, and Carolina Horse and Carriage, LLC's Clear Creek Adventures activities and related events.

Parent or Guardian to print YOUR name: \_\_\_\_\_

Signature of Parent or Guardian: \_\_\_\_\_ Date: \_\_\_\_\_