



## ***Property Owners' Association***

### ***Release of Liability***

I, the undersigned Member of the Rose Hill Plantation Owners' Association, Inc. (the "Association"), acknowledge and agree that the Association is the owner of the roads and other common areas of Rose Hill Plantation. In exchange for the Association allowing my use of the roads and designated horse trails within the common areas of riding of my horse(s), I hereby agree as follows:

1. I am responsible for my own safety while horseback riding within Rose Hill Plantation, and the Association (and it's representatives, security officers, employees and all other agents thereof) (collectively the "Released Parties") are not responsible for my safety during such activities; and
2. I engage in horseback riding activities at my own risk; and
3. I hereby release, discharge and agree to hold the Released Parties harmless from any and all liability, claims, causes of action, damages, injuries, cost or expenses (including reasonable attorney fees) due to injuries (including death), cost or losses sustained by myself, my family members, guests or any other common areas owned or controlled by the Association; and
4. I hereby authorize the Association and its representatives (including security staff members) to use their judgment with regard to the treatment of injuries I or my family members may sustain while engaging in the above-described activities, in the event I or my family members are not physically able to grant consent to such treatment.

WARNING: Under South Carolina law, an equine activity sponsor or equine professional is not liable for any injury to or 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.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2010

Your Name: \_\_\_\_\_ Your Phone: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Emergency #: \_\_\_\_\_ Relationship: \_\_\_\_\_