



Release of Liability

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.

I, the undersigned, wish to participate in the equine related activities of the Middleton Place Hounds, Inc. ("MPH Inc.") during its 2019-2020 season running approximately from May 2019 through May 2020. I understand that during portions of these events, I will be in close proximity to one or more horses under circumstances which may expose me to risk of injury. I acknowledge and accept that there are numerous inherent risks associated with equine activities, including those dangers or conditions which are an integral part of equine activities, including, but not limited to: the propensity of an equine to behave in ways that may result in injury, harm, or death to a person on or around the equine; the unpredictability of an equine's reaction to sound, sudden movement, an unfamiliar object, a person, or another animal; certain hazards such as surface and subsurface conditions; collisions with other equines or objects; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, as failing to maintain control over the animal or not acting within the participant's ability.

I understand and agree that MPH Inc. is neither the insurer nor the guarantor of the safety of activities in which it engages and which occur at its events. I further acknowledge that MPH Inc. does not assume responsibility for the safety of participants, volunteers, spectators, or any other persons engaged in or attending the functions, activities, or events of MPH Inc.

I specifically acknowledge that MPH Inc.'s equine activities include, but are not limited to, cross-country riding and foxhunting. I fully understand that cross-country horseback riding and foxhunting, which includes riding over fences, ditches, banks and other obstacles, as well as over dangerous and rough terrain, are very dangerous activities. I wish to participate in these activities knowing they are dangerous. I request permission to participate in such activities and accept and assume all the risks of injury (including death) to me and my property.

In consideration for being permitted to participate in these activities, I, on behalf of myself, and my heirs, guardians, administrators, personal representatives, assigns and children and spouse, if any, do hereby agree to release and to hold harmless and agree not to make or bring any actions, causes of action and legal liability whether known or unknown, anticipated or unanticipated, due to the ordinary negligence of MPH Inc. for any damage or loss due to bodily injury, death or property damage arising out of my participation in MPH Inc.'s activities. I shall not bring any claims, demands for damages, legal actions or causes of action, costs, loss of services, expenses and compensation, which relate to or in any way grow out of any and all known and unknown injuries and damages of whatsoever nature, (including death), which may occur to me or my property, due to my negligence or the negligence of other participants, spectators, parties, sponsors, individuals, entities, or other, including any injury or loss I may suffer even from the negligence of the sponsor or any other individual or entity, whether foreseen or unforeseen, contemplated or not contemplated, against Middleton Place Hounds, or its masters, officers, directors, members, agents, representatives, affiliates, insurers, employees, or guests, or any landowners,

landholders or other persons making property available for Middleton Place Hounds, including but not limited to, Middleton Place, LLC, Charles H. P. Duell, Josephine Clark Duell, June Heningham Duell, Charles Holland Duell, Caroline Middleton Duell, Charles H. P. Duell, Trustee, Lavington Associates, Bray's Island Plantation Colony, Inc., Oak Grove Plantation, Scotswood, LLC, Scotswood, Inc., Jane Perry McFadden, Barclay McFadden, Poplar Grove, LLC, Fishburne Hill Plantation, Dodd's Farm, Boyd H. Dodd, John H. Dodd, Emily Dodd Bridges, Charles H. S. Bridges, David B. Dodd, Ruby Dodd, Anne Dodd, Chris Dodd, Erie Dodd, Thomas C. Hulsey, Rochelle Plantation, Patricia B. Manigault Marital Trust, Patricia B. Manigault, Pierre Manigault, White Oak Foresfay Corporation, Evening Post Publishing Company, Lush Fields, LLC, and the Meads Lands, Timberlands, and Leases, their agents, servants, representatives, successors, assigns, insurers and any and all other persons, firms, or corporations who can or may be liable. I also agree if anyone makes any claims against me because of any injury (including death), or for any damage to property, I will keep all those released by this agreement free of any damages or costs because of those claims.

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Date: _____

Printed Name: _____ Signature: _____

Address: _____ Email: _____

Signature of Parent or Guardian if under 18 years of age: _____

**MEAD'S, LANDS, TIMBERLANDS, AND LEASES,
INDEMNIFICATION AGREEMENT
FOR THE 2019-2020 SEASON**

IN CONSIDERATION of the LANDOWNERS OR LESSORS of ALL LAND LEASED OR OWNED BY THE MEAD FAMILY allowing the undersigned to horseback ride on its property in South Carolina, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned hereby releases and agrees to save harmless and indemnify ALL CLUB MEMBERS AND THE OWNERS of all land leased or owned by the Mead family and its officers, agents, and employees from any and all responsibility or liability for any injury, loss of life, and damage that the undersigned may incur or cause while on said property for any purpose connected with HORSEBACK RIDING OR ANY OTHER RECREATIONAL ACTIVITY.

This _____ day of _____, 20__

Witness

Signature

Print Name

Middleton Place Hounds
Beth Williams, Treasurer
106 Red Fox Run
Summerville, SC 29485

For questions please contact Grace Stelling at 843-442-9136 or gmstelling@comcast.net