

Blue Sky Farm Equestrian Bed and Breakfast
2310 Gill Jordan Road
Chester, South Carolina 29706
(805) 291-1223 - blueskybnbsc@gmail.com

**LIABILITY WAIVER, RELEASE, HOLD HARMLESS AND
RISK ACKNOWLEDGEMENT AGREEMENT**

WARNINGS:

**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.**

**UNDER SOUTH CAROLINA LAW, AN AGRITOURISM PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO
OR THE DEATH OF A PARTICIPANT IN AN AGRITOURISM ACTIVITY RESULTING FROM AN INHERENT
RISK ASSOCIATED WITH THE AGRITOURISM ACTIVITY.
(CHAPTER 53, TITLE 46, CODE OF LAWS OF SOUTH CAROLINA, 1976)**

1. **Parties.** The parties to this **LIABILITY WAIVER, RELEASE, HOLD HARMLESS AND RISK ACKNOWLEDGMENT AGREEMENT** (the "Agreement") are **Kamu Enterprises, LLC**, a South Carolina limited liability company d/b/a **Blue Sky Equestrian Bed and Breakfast** (the "Stable"), and _____, who is (a) a participant in an equine activity and/or an agritourism activity at the Farm (as defined below) and/or Offsite (as defined below in paragraph 2); and/or (b) an employee or independent contractor, volunteer, student or visitor of or to the Stable or Offsite; and/or (c) an overnight guest at the Stable's equine bed and breakfast facility; and/or (d) a guest or legal guardian of any of the foregoing (any and all of such individuals being collectively referred to herein as a "Participant").

2. **Participation in Stable Program(s) or Overnight Stay in Bed and Breakfast Accommodations.** In exchange for Participant's acceptance of the terms of this Agreement and their signature hereon acknowledging same, the Stable agrees to permit Participant to be present on all or a portion of (as determined by Stable in its sole discretion) the property located at **2310 Gill Jordan Road, Chester, South Carolina 29706** (the "Farm") or elsewhere as part of a Stable event ("Offsite").

3. **Nature of Equestrian, Farm and Agritourism Activities.** Numerous obvious and non-obvious risks are inherent and always present in horseback riding and other equestrian-related, farm-related and other agritourism-related activities, despite all safety precautions. By way of example and not limitation, horses, ponies and other farm animals may, among other things, stop short, suddenly change direction or speed, shift their weight from side to side, trip, fall, buck, spit, rear, bite, kick or run from what they perceive (correctly or incorrectly) as danger. These enumerated and related or similar risks, as well as the more general agritourism and farm risks described in paragraph 4 below, among others, exist for anyone who is in close proximity to a horse or other farm, domestic or wild animal, whether mounted or on the ground.

Participant acknowledges these and similar or related risks and affirmatively states that they are not relying on the Stable to advise them of all possible risks.

4. **Nature of Farm/Agritourism Activities.** Numerous obvious and non-obvious risks are inherent and always present in a farm/agritourism setting, despite all safety precautions. In addition to the risks related to equines and equestrian activities and other farm animal activities and farm/agritourism activities in general some of which are detailed in paragraph 3 above, there are other risks present. By way of example and not limitation, (a) electric fencing

and farm equipment is used regularly around the Farm or Offsite and can give rise to risks associated with electric fencing and the operation of heavy equipment; (b) domestic and farm animals such as horses, llamas, ostriches, alpacas, chickens, roosters, cats, dogs, cows and goats, among others, as well as wild animals naturally present in rural settings such as raccoons, foxes, deer, bobcats, coyotes, beavers, geese, groundhogs, wild turkeys, skunks, opossums and bears, among others, and such are unpredictable and can chase, attack, scratch, bite, injure or kill humans and/or other animals present on the Farm or Offsite, (c) fertilizers, pesticides and animal medications are present on the Farm or Offsite and can cause property damage, personal injury or death to humans and/or animals if encountered, handled or misused; (d) all types of insects, rats, snakes, spiders and other pests and vermin may at any time be present on the Farm or Offsite and can cause property damage, personal injury or death to humans and/or other animals; (e) ponds, creeks and other water features on the Farm or Offsite can present safety hazards, including risk of personal injury or drowning or other water associated risks for humans and/or animals; (f) uneven terrain, ditches, sinkholes, deep mud, dead trees, fallen trees and other associated risks; (g) *infectious bacteria, viruses, fungi/mold, parasites or other agents which may be present on the Farm or Offsite (as they are in most outdoor locations) and can cause infection (including, but not limited to, the novel coronavirus known as COVID-19 and other rhino or coronaviruses as well as rabies, hepatitis, pneumonia and meningitis-causing viruses, among others; bacteria commonly known as tetanus, Salmonella, E. Coli, Staphylococcus, Streptococcus and tuberculosis, among others; fungus commonly known as Candida (yeast), aspergillus (mold) and ringworm, among others; various parasitic organisms such as giardia, pinworm, toxoplasma, hookworm, tapeworm, roundworm, scabies, among others, and all other infectious agents) in humans, including Participant, as well as in animals;* and (h) any and all other potential risks that may be associated with the operation of any of the following: an agricultural, equestrian, agritourism, domestic/farm/wild animal, commercial or residential facility.

Again, Participant acknowledges these and similar or related risks and affirmatively state that they are not relying on the Stable to advise them of all possible risks.

5. Waiver, Release and Indemnification. *In consideration for Participant's ability to board a horse at the Farm, stay overnight in the Stable's bed and breakfast accommodations and/or otherwise use or be present at the Farm or Offsite, Participant agrees, to the extent permitted by law, to release and hold harmless the Stable and its members, managers, agents, employees, representatives, assigns, landlords, sponsors, affiliated individuals or organizations (whether nonprofit or for profit including, but not limited to the Hansen Family Trust and Derek and Kerry Hansen), insurers and others acting on behalf of any of them (collectively, "Stable Indemnitees") from all losses, claims, injuries, demands, causes of action and legal liability and expenses, including attorneys' fees resulting from personal injury, death or property damage (collectively, "Losses") related to Participant's (or Participant's horse's or Participant's other animals' or other property's) presence at the Farm, if applicable, whether the same be known or unknown, anticipated or unanticipated, foreseeable or unforeseeable, and even if such Losses are the result of the negligence and/or acts or omissions of the Stable or other individuals present on the Farm or Offsite.*

Participant further agrees to waive all claims which may otherwise arise from an injury to Participant while using or being present at the Farm or Offsite or any facility, activity or program offered by the Stable and shall not pursue any claims, demands or causes of action against the Stable Indemnitees for any economic or non-economic losses due to Participant's bodily injury, death or property damage arising out of the activities and programs offered by the Stable or Participant's use of or presence at the Farm or Offsite.

Participant agrees to be responsible for any and all damages, injuries and/or loss of life caused by Participant (or caused by a horse or other animal owned by or in the care, custody or control of Participant and brought to the Farm or Offsite by Participant) and to indemnify the Stable Indemnitees from any losses or expenses, including but not limited to attorneys' fees, which the Stable incurs in connection with any such damages, injuries and/or loss of life.

6. Assumption of Risk. Participant acknowledges that failure to follow the Stable's rules and/or the directions of the Stable's staff, all of which are incorporated herein by reference, may put them (or their horse or other animal, if applicable) at risk of, or increase the risk of, injury or death. Participant acknowledges that they bear the responsibility

for Participant's safety and Participant should not participate in any equestrian, farm or agritourism activity unless they are confident that they can do so safely. Participation in equestrian, farm or agritourism activities at or with the Stable constitutes a knowing and voluntary assumption of all risks associated with such activities and those associated with being present at the Stable's facilities, including but not limited to inherent risks and the risk of negligence by the Stable or others. ***This assumption of risk is intended to operate as a bar to recovery for any claim by Participant for property damage, injury or death.***

7. **Helmet Requirement.** The Stable requires that if Participant is ever riding any horse or other animal at the Farm or Offsite that Participant provide and wear their own properly fitting ASTM/SEI certified riding helmet. Participant acknowledges that wearing a properly fitted and secured equestrian riding helmet which meets or exceeds the quality standard of the SEI Certified ASTM Standard F1163 while riding, mounting, dismounting and being near horses or other animals **may** reduce the severity of head injuries sustained or prevent death as the result of a fall or other occurrence. The Stable makes no representation as to the condition, effectiveness or suitability of any helmet used by Participant. Participant further assumes all helmet-related risks. It is also required that anyone riding horses at the Farm or Offsite or being in close proximity to equines on the Farm or Offsite wear closed-toed shoes or boots with a hard sole and heel.

8. **Guests.** Participant understands they are not permitted to bring a guest who has not executed this Agreement to the Farm or Offsite. However, should Participant bring to the Stable's facilities an individual who has not executed a copy of this Agreement in violation hereof, Participant shall educate the guest as to the risks described herein, supervise the guest, be solely responsible for the safety of the guest, be responsible for any Losses caused by or suffered by such guest and further indemnify the Stable Indemnitees from any Losses caused by or suffered by any guest which are related to the same.

9. **Permission to Treat.** Participant understands that the Stable does not normally administer medications to animals and will typically do so only when directed in writing by Participant. However, in the unexpected event of a medical or veterinary emergency, Participant agrees that the owners, employees or agents of the Stable have Participant's permission to provide, seek and authorize medical, veterinary or farrier attention and services, including but not limited to first aid or emergency medical services for the Participant or for any emergency veterinary or farrier attention or services for any horse or other animal owned, leased or in the care of the Participant. Further, Participant agrees that the Stable shall bear no liability in connection with its provision and authorization of such medical, veterinary and farrier attention and services and **Participant shall be solely responsible for any costs associated with such emergency medical, first aid, veterinary and farrier services and shall indemnify Stable Indemnitees for any Losses suffered as a result of the same.**

10. **Barn Rules.** Participant understands and agrees that they must at all times abide by the Barn Rules which are from time to time promulgated and amended by the Stable. The Barn Rules are intended to keep Participants and others on the Farm and Offsite safe from harm and failing to abide by the Barn Rules can potentially endanger the Participants and others on the Farm and Offsite. Participant indemnifies Stable Indemnitees from and against any Losses suffered by any of them in connection with any such failure to abide by the Barn Rules.

11. **Dogs/Other Pets.** Dogs and other pets belonging to the Stable or Offsite owners are permitted on the Farm or Offsite and Participant understands and agrees that, other than such dogs and other pets, **no other pets may be present on the Farm or Offsite unless agreed in advance in writing by the Stable or Offsite owner.** If a Participant or a guest of a Participant fails to abide by these requirements and brings a dog or other animal onto the Farm or Offsite and, in connection therewith, a Loss occurs, Participant shall indemnify and hold the Stable Indemnitees harmless from and against any such Losses.

12. **Miscellaneous.** This Agreement: (a) contains the entire agreement between Participant and the Stable and supersedes all prior written or oral understandings among the same regarding the terms hereof; (b) may not be amended or modified except in a writing signed by Participant and an authorized representative of the Stable; (c) shall be construed and enforced in accordance with the laws of the State of South Carolina; (d) has been carefully reviewed and is fully understood by the Participant and, if desired, has been reviewed by Participant's

independent counsel; (e) shall be binding upon the Stable, Participant and their successors, assigns, heirs and personal representatives; and (f) shall be for the benefit of the Stable and the Stable Indemnitees. Participant and the Stable both irrevocably consent to the exclusive jurisdiction of the courts of Chester County, South Carolina as the appropriate venue for the resolution of any disputes which may arise hereunder. When the contexts in which words are used in this Agreement indicate that such is the intent, words in the singular shall include the plural and vice versa. The Parties further agree that if any paragraph or part of this Agreement is found to be void or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall not be affected by such a finding.

PARTICIPANT:

Signature of Participant

Signature of Parent/Guardian *(if Participant is a minor or otherwise without legal capacity)*

Printed Name of Parent/Guardian Date

STABLE:

Kamu Enterprises, LLC, a South Carolina limited liability company

By: _____
_____, Manager

Date: _____