

General Liability Waiver for Mustang Alley Ranch, LLC

**312 Mustang Alley Way
Huger, South Carolina 29450**

I. ACKNOWLEDGMENT OF RISKS

I, _____ ("Visitor"), acknowledge that visiting Mustang Alley Ranch, LLC ("Stable") involves inherent risks, including but not limited to:

- Risks associated with horses, such as bites, kicks, being stepped on, or other injuries caused by unpredictable animal behavior.
- Risks of personal injury or property damage due to uneven terrain, farm equipment, or other hazards typical of a working horse farm.
- Risks of environmental hazards, such as insects, wildlife, or weather conditions typical of a rural setting near Francis Marion National Forest.
- Risks associated with activities on the property, including walking, observing horses, or participating in farm-related activities. I understand that these risks cannot be eliminated, and I voluntarily assume all such risks on behalf of myself and any guests accompanying me.

II. RELEASE OF LIABILITY

In consideration of being permitted to enter and use the Stable's property, I hereby release, waive, and discharge Mustang Alley Ranch, LLC, its owners, employees, agents, and assigns ("Released Parties") from any and all liability, claims, demands, actions, or causes of action arising out of or related to any injury, illness, death, loss, or damage to myself or my personal property, whether caused by the negligence of the Released Parties or otherwise, except in cases of gross negligence or willful misconduct by the Stable.

III. INDEMNIFICATION

I agree to indemnify and hold harmless the Released Parties from any and all claims, damages, or liabilities arising from my presence on the Stable's property, including but not limited to:

- Damage or injury caused by my actions to other people, horses, or property.
- Violations of the Stable's rules or Facility Policies, which may result in my removal from the property.

IV. HEALTH AND SAFETY REQUIREMENTS

I agree to follow all Stable rules and Facility Policies, available on the Stable's website and posted on-site, including but not limited to:

- Staying out of restricted areas, such as paddocks, arenas, and round pens, unless accompanied by a Stable representative or authorized boarder.
- Safety rules (e.g., no running, yelling, or smoking; appropriate footwear required).
- Guest conduct (e.g., Guests must be accompanied by a boarder, no unauthorized handling of horses).
- Restrictions on children (e.g., those under 12 must be supervised, minors under 18 require a helmet when mounted).
- Wearing appropriate footwear and clothing for a farm environment (e.g., closed-toe shoes).
- Refraining from interacting with horses unless given explicit permission by the Stable or the horse's owner. I acknowledge that arenas and round pens are reserved exclusively for long-term boarders, and as a visitor, I am not permitted to use these facilities.
- Failure to comply with these policies may result in immediate removal from the property.

V. GOVERNING LAW

This Waiver shall be governed by the laws of the State of South Carolina. Any disputes arising under this Waiver shall be resolved in the courts of Berkeley County, South Carolina.

- South Carolina Equine Activity Liability Act Visitor acknowledges that this Waiver is subject to the South Carolina Equine Activity Liability Act (S.C. Code Ann. § 47-9-710 et seq.), which limits the Stable's liability for injuries or death resulting from the inherent risks of equine activities. A warning sign in compliance with this Act is posted on-site.
- 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 the inherent risks of equine activities, pursuant to Chapter 9, Title 47, Code of Laws of South Carolina, 1976."

VI. Medical Authorization and Insurance

Visitor represents that they are in good health and have no medical conditions that would prevent them from safely participating in equine activities. Visitor acknowledges that the Stable does not provide medical insurance and that Visitor is responsible for their own medical expenses in the event of an injury. Visitor authorizes the Stable to arrange emergency medical treatment on their behalf if they are unable to consent, with all costs to be borne by Visitor.

VII. Photography and Media Release

Visitor grants the Stable permission to use photographs, videos, or other media taken of Visitor on the property for promotional purposes (e.g., on the Stable's website, social media, or marketing materials), without compensation.

VIII. MINORS

If Visitor is under 18 years of age, a parent or legal guardian must sign this Waiver on their behalf. The parent/guardian acknowledges that they have read and understood the Waiver, agree to its terms, and assume responsibility for the minor's compliance with the Facility Policies.

Minor's Name: _____

Minor's Age: _____

Parent/Guardian Name: _____

Parent/Guardian Signature: _____

Date: _____

IX. ACKNOWLEDGMENT

I have read and understood this General Liability Waiver and the Facility Policies, and I agree to be bound by their terms. I am at least 18 years of age and have the legal authority to sign this Waiver on behalf of myself and any guests accompanying me.

Visitor Signature: _____

Name: _____

Date: _____

Stable Representative Signature: _____

Name: _____

Date: _____