



LONGFIELD STABLES EQUESTRIAN CENTER
HORSE RIDING AGREEMENT AND LIABILITY RELEASE FORM

**PALMETTO BLUFF OPERATIONS, LLC,
A SOUTH CAROLINA LIMITED LIABILITY COMPANY
D/B/A LONGFIELD STABLES EQUESTRIAN CENTER (THE "STABLE")**

PLEASE READ CAREFULLY BEFORE SIGNING

**SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY. THIS STABLE DOES NOT
GUARANTEE YOUR SAFETY.**

THE UNDERSIGNED PARTIES HEREBY AGREE AS FOLLOWS:

A. RIDER. The following listed individual (the "Rider"), and the parents or legal guardians thereof if a minor, do hereby acknowledge he or she may participate in Horse Riding (as defined herein) on the Stable's premises and within certain designated areas within the planned unit development known as Palmetto Bluff, Beaufort County, South Carolina ("Palmetto Bluff").

Rider's Name

Age (if under 21)

B. AGREEMENT OF SCOPE AND TERRITORY. This agreement shall be legally binding upon me, the registered Rider, and the parents or legal guardian thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives, and it shall be interpreted according to the laws of the state and county of the Stable's physical location. Any dispute by the Rider shall be litigated in and venue shall be the county in which the Stable is physically located. The term "Horse" herein shall refer to all equine species. The term "Horseback Riding" or "Riding" herein shall refer to riding or otherwise handling of horses, ponies, mules, or donkeys, whether from the ground or mounted, foxhunting and related activities, and driving a cart, carriage or other horse-drawn vehicle. The term "Rider" shall herein refer to a person who rides a horse mounted, drives or is a passenger in a horse-drawn vehicle, or otherwise handles or comes near a horse from the ground. The terms "I", "me", "my" shall herein refer to the above registered rider and the parents or legal guardians thereof if a minor.

C. RIDER RESPONSIBILITY. The Rider shall be responsible for the Rider's own safety.

D. CONDITIONS OF NATURE. The Stable and Stable's Associates (as defined herein) are not responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall, or react in some other unsafe way. SOME EXAMPLES ARE: Thunder; lightning; rain; wind; wild and domestic animals, insects, or reptiles, which may walk, run, fly near, bite or sting a horse or person; and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, natural and man-made changes in landscape.

E. INSPECTION OF PREMISES. Rider has inspected the Stable's facilities and trails within Palmetto Bluff and is satisfied that all premises conditions are reasonably safe for Rider's intended purpose, usage and presence.

F. ACCIDENT/MEDICAL AND PERSONAL LIABILITY INSURANCE. Should medical treatment be required, I and/or my own accident/medical insurance company shall pay for all such incurred expenses. My accident/medical insurance company is _____ and my policy number is _____. Should my actions cause injury or damage of any kind, I and/or my own personal liability shall pay for such damages. My personal liability insurance company is _____ and my policy number is _____.

G. LIABILITY RELEASE. In consideration of the Stable allowing my participation in this activity, under the terms set forth herein, I, the Rider, and the parent or guardian thereof if a minor, do agree to waive any action against, and agree to fully indemnify and hold harmless, the following: the Stable and Crescent Resources, LLC, Palmetto Bluff Investments, LLC, CLT Development Corporation, New Riverside, LLC, Palmetto Bluff Uplands, LLC, Headwaters Development, L.P., Palmetto Bluff Lodge, LLC, May River Golf Club, LLC, Palmetto Bluff Development, LLC, Palmetto Bluff Club, LLC, Palmetto Bluff Operations, LLC, May River Forest, LLC, May River Outfitters, Inc., Palmetto Bluff Outfitters, Inc., Palmetto Bluff Preservation Trust, Inc., The Point Trust, Inc., The Village Trust, Inc., The West Village Trust, Inc., New Riverside Association, Inc., Headwaters Trust, Inc., Boat House Row Property Owners Association, Inc., Palmetto Bluff Foundation, Inc., Palmetto Bluff Real Estate Company, Auberge Resorts of Palmetto Bluff, LLC, and East West Partners Club Management Company, Inc., their parent companies, subsidiaries, agents, servants, members, managers, employees, sureties, successors and assigns, and all other related persons, firms, corporations, and associations or partnerships, whether herein named or referred to ("Stable's Associates") from and against any and all liabilities, actions, suits, proceedings, demands, injuries to person or property, losses, damages, expenses, claims and costs, including reasonable attorneys fees and court costs, arising, indirectly or directly out of Riding activity.

[SIGNATURE PAGE TO FOLLOW]

H. SOUTH CAROLINA LAW.

WARNING!

UNDER SOUTH CAROLINA LAW, AN EQUINE ACTIVITY SPONSOR OR AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT RESULTING FROM AN INHERENT RISK OF EQUINE ACTIVITY, AND NO PARTICIPANT OR PARTICIPANT'S REPRESENTATIVE MAY MAKE A CLAIM AGAINST, MAINTAIN AN ACTION AGAINST, OR RECOVER FROM AN EQUINE ACTIVITY SPONSOR, OR AN EQUINE PROFESSIONAL, FOR INJURY, LOSS, DAMAGE, OR DEATH OF THE PARTICIPANT RESULTING FROM AN INHERENT RISK OF EQUINE ACTIVITY. SECTION 47-9-720, SOUTH CAROLINA CODE OF LAWS, 1976 (AS AMENDED).

I. WAIVER OF JURY TRIAL.

THE PARTIES HERETO AGREE TO WAIVE THE RIGHT TO REQUEST OR DEMAND A JURY TRIAL IN CONNECTION WITH ANY DISPUTE UNDER THIS AGREEMENT AND AS TO ANY CLAIM OF ANY KIND RELATING TO HORSE.

All Riders and Parents or Legal Guardians must sign below after reading this entire document:

SIGNER STATEMENT OF AWARENESS

I/WE, the undersigned, have read and do understand the foregoing agreement, warnings, assumption of risk and release agreement. I/WE further attest that all stated facts are true and accurate.

Signature of Rider (Spouses must sign for themselves) DATE _____

Signature of Parent, Guardian and/or Spouse #1 DATE _____

Signature of Parent, Guardian and/or Spouse #2 DATE _____

Address in Full: _____ HO. PHONE # _____
_____ BUS. PHONE # _____