

Ranch Rules & Releases

IMPORTANT: NOTICE OF SC EQUINE LAW

SC Code of Laws - ARTICLE 7: Equine Liability Immunity
SECTION 47-9-710. Definitions: (as used in this chapter)

- (1) "Engages in an equine activity" means riding, training, providing, or assisting in providing medical treatment of, driving, or being a passenger upon an equine, mounted or unmounted, or a person assisting a participant or show management. It does not include being a spectator at an equine activity, except in cases where the spectator places himself in an unauthorized area and in immediate proximity to the equine activity.
- (4) "Equine activity sponsor" means an individual, a group, a club, a partnership, or a corporation, whether the sponsor is operating for profit or nonprofit, which sponsors, organizes, or provides the facilities for an equine activity, including, but not limited to, a pony club, 4-H club, hunt club, riding club, school and college-sponsored class, program, and activity, therapeutic riding program, and an operator, instructor, and promoter of an equine facility, including, but not limited to, a stable, clubhouse, pony-ride string, fair, and an arena at which the activity is held or a landowner who has given permission for the use of his land in an equine activity either by easement or other means.
- (6) "Inherent risk of equine activity" means those dangers or conditions which are an integral part of equine activities, including, but not limited to: (a) 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; (b) the unpredictability of an equine's reaction to sound, sudden movement, an unfamiliar object, a person, or another animal; (c) certain hazards such as surface and subsurface conditions; (d) collisions with other equines or objects; and (e) 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.
- (7) "Participant" means a person, amateur or professional, who engages in an equine activity, whether or not a fee is paid to participate in the equine activity.

SECTION 47-9-720. Equine liability immunity; exceptions to grant of immunity.

- (A) Except as provided in subsection (B), 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.
- (B) Nothing in subsection (A) prevents or limits the liability of an equine activity sponsor, or an equine professional, if the equine activity sponsor, or equine professional: (1) (a) provided the equipment or tack and knew or should have known that the equipment or tack was faulty, and the equipment or tack was faulty to the extent that it caused the injury; or (b) provided the equine and failed to make reasonable and prudent efforts to determine the ability of the participant to engage safely in the equine activity and to manage safely the particular equine based on the participant's representations of his ability; (2) owns, leases, rents, or otherwise is in lawful possession and control of the land or facilities upon which the participant sustained injuries because of a dangerous latent condition which was known or should have been known to the equine activity sponsor, equine professional, or person and for which warning signs have not been conspicuously posted; (3) committed an act or omission that constitutes willful or wanton disregard for the safety of the participant and that act or omission caused the injury; or (4) intentionally injured the participant.
- (C) Nothing in subsection (A) prevents or limits the liability of an equine activity sponsor or an equine professional under liability provisions as set forth in the products liability laws.
- (D) The provisions of this article shall not cover or apply to any liability arising from the ownership, maintenance, or use of any motor vehicle.

HISTORY: 1993 Act No. 182, Section 1, effective July 1, 1993, and applies only to causes of action arising on or after this act's effective date.

RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT PLEASE READ THE FOLLOWING CAREFULLY:
BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS

Initial Here **Participant Name:**

initial here	ACTIVITY RISK CLASSIFICATION: I understand that I and/or my child will be participating in equine activities (as defined above) and that there are numerous obvious and non-obvious inherent risks always present in such activities. I understand that Hope Remains Youth Ranch has taken precautions to provide a safe setting, but I understand that the possibility of physical and emotional injury, death, or loss to persons and property is present. My/my child's participation is purely voluntary and I elect to participate in spite of these risks.
initial here	ASSUMPTION OF RISK: I understand the risks, conditions, and dangers inherent in all Hope Remains Youth Ranch activities, including equine activities and petting zoo. I agree to assume any and all risks involved in my/my child's use of or presence upon Hope Remains Youth Ranch property and facilities while engaging in any activity without limitation. These risks include, but are not limited to, death, bodily injury, property damage, falls, kicks, bites, unavailability of emergency medical care, the ordinary negligence of another person, and the deliberate acts of another person. I understand that if a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to, stopping short, spinning around, changing direction or speed, shifting its weight, bucking, rearing, kicking, biting, or running from danger. The same is true for other animals upon the property. I acknowledge that these are just some of the risks and I agree to assume others not mentioned above.

Initial Here



initial here	<p>NATURE OF RIDING AND WORKING AROUND HORSES AND OTHER ANIMALS: I agree that Hope Remains Youth Ranch is not responsible for total or partial acts, occurrences, or elements of nature or unfamiliar sights, sounds or sudden movements that may scare an animal, including a horse, which may cause it to fall, or react in some other unsafe way. Some examples of unpredictable occurrences/elements/acts may include but are not limited to:</p> <ul style="list-style-type: none"> • thunder, lightning, rain, wind; • wild and domestic animal encounters, insects, reptiles, which may walk, run or fly near, or 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, and natural and man-made changes in landscape. <p>I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I have inspected Hope Remains Youth Ranch's facilities and am satisfied that all premise conditions are reasonably safe for my/my child's intended purpose, usage and presence upon Hope Remains Youth Ranch's premises.</p>
initial here	<p>I acknowledge that Hope Remains Youth Ranch does not guarantee safety. In consideration of Hope Remains Youth Ranch allowing my/my child's participation in equine and/or other activities, I voluntarily waive, release, and agree to hold harmless Hope Remains Youth Ranch, its owners, board members, insurers, employees, agents, volunteers and affiliated organizations for all claims, accidents, injuries, or death, including those due to ordinary negligence of Hope Remains Youth Ranch, its owners, board members, insurers, employees, agents, volunteers and affiliated organizations; except in the event of Hope Remains Youth Ranch's gross negligence and willful and wanton misconduct. I understand that this document disqualifies me from recovering damages including any economic and non-economic losses due to bodily injury, death, or property damage, sustained by me/my child in relation to the premises and operations of Hope Remains Youth Ranch, to include riding, handling, or otherwise being near horses owned by or in the care, custody and control of Hope Remains Youth Ranch. I shall defend, hold harmless, and indemnify Hope Remains Youth Ranch, its board, employees, agents, and other volunteers from and against all claims, accusations, notices, judgments, rulings, liabilities, expenses, etc. that may exist as a result of my/my child's actions, inactions, errors, acts or omissions.</p>
initial here	<p>I expressly agree that the foregoing release and waiver of liability, assumption of risk and indemnity agreement is governed by the State of South Carolina and is intended to be as broad and inclusive as permitted by South Carolina Equine Liability Immunity Code of Law, and that in the event that any portion of this agreement is determined to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the balance of the Agreement shall not be effected or impaired in any way and shall continue in full legal force and effect.</p>
initial here	<p>Hope Remains Youth Ranch Adult Helmet Waiver, Assumption of Risk, and Release of Liability</p> <p>I, the undersigned, have been fully warned and advised by Hope Remains Youth Ranch that I/my child should wear protective headgear of a quality not less than SEI Certified ASTM Standard F1163 Equestrian Riding Helmet while riding and working around horses. I fully recognize and accept the inherent risks and unforeseen dangers of equine activities. I realize that I/my child am/is subject to injury from this activity and that no form of pre-planning can remove all of the danger to which I/my child am/is exposing myself/her/his-self. By signing either the acceptance below, I acknowledge I have been made aware that an ATSM/SEI approved equestrian helmet can prevent head injuries and/or traumatic brain injuries in the event of an accident. I am aware that Hope Remains Youth Ranch requires ALL riders to wear ATSM/SEI approved equestrian helmets while mounted and strongly recommends wearing ATSM/SEI approved equestrian helmets while working around equines. I acknowledge that I understand the following:</p> <ul style="list-style-type: none"> ★ ALL RIDERS (ADULTS AND MINORS) MUST WEAR AN ATSM/SEI APPROVED HELMET WHILE MOUNTED. ★ ADULT PARTICIPANTS ONLY MAY DECLINE TO WEAR A SAFETY HELMET WHILE IN THE PRESENCE OF EQUINES AND IN DOING SO WILL ASSUME ALL RISK AND LIABILITY ASSOCIATED WITH THE ABOVE DESCRIBED DANGERS. ★ ALL MINORS ARE REQUIRED TO WEAR AN ATSM/SEI APPROVED HELMET AT ALL TIMES WHILE IN THE PRESENCE OF EQUINES. ★ REFUSAL TO WEAR AN ATSM/SEI APPROVED HELMET WHILE MOUNTED WILL RESULT IN REVOCATION OF RIDING PRIVILEGES. THIS APPLIES TO BOTH ADULTS AND MINORS. <p>In consideration of Hope Remains Youth Ranch allowing my/my child's participation in equine activities, I, for myself, my heirs, my successors, my assigns, and my legal representatives expressly agree to hold harmless, release and discharge Hope Remains Youth Ranch, and their owners, executors, administrators, assigns, employees, managers, directors, officers, attorneys, affiliated companies, and agents from all claims, causes of action, damages, liabilities, grievances, and demands of any kind, known or unknown against Hope Remains Youth Ranch arising out of or in connection with my/my child's participation in equine related activities. This release is for any relief, no matter how described. I understand and acknowledge my intent to release all claims that legally can be released.</p>
initial here	<p>DECLARATION OF FITNESS TO RIDE AND/OR PARTICIPATE IN EQUINE ACTIVITIES</p> <p>I hereby declare that I, or my child, does not have physical or mental condition(s) that would prohibit me/him/her from participating in ANY equine activities related to Hope Remains Youth Ranch programs and services; and that I, or my child, am/is not participating against medical advice or treatment. In the event of an injury or illness, I understand that Hope Remains Youth Ranch staff will make every effort to contact the individuals listed on your emergency contact form. I understand and give consent for emergency treatment if neither contact can be reached and the injury or illness requires immediate medical attention. If such need arises, I agree to the release of any records necessary for treatment, referral, billing, and insurance purposes. I also give consent for Hope Remains Youth Ranch staff to inform the necessary parties of my, or my child's, physical or mental conditions (as applicable), including, but not limited to, food or other allergies, asthma, seizures, or medication. I understand that some activities at Hope Remains Youth Ranch are inherently risky, including, but not limited to, walking on uneven terrain such as gravel, dirt, sand, mud, wet and slippery surfaces; being exposed to weather conditions such as extreme heat; being exposed to environmental allergens such as hay, grass, saw dust, dirt and other airborne irritants know to exist in South Carolina. If you or your child is at an increased risk due to any of these conditions, please let us know.</p>

Photos/Filming:

I GIVE permission to HRYP to photograph/video me/my child(ren) while participating in activities. I further give permission and consent that any such photographs may be published (web, print, social media) and used by Hope Remains Youth Ranch to illustrate and promote Hope Remains Youth Ranch, and its programs. Please note that due to the fact that we have multiple individuals at the ranch, we cannot ensure that individuals are excluded from photographs taken during events. As always, Hope Remains Youth Ranch excludes any names or specific identifying verbiage when photographic images from the group experience are used.

I DO NOT give permission to HRYP to photograph/video me/my child(ren) while I am participating in activities.

I have read and understand the above disclaimer and it has been explained to me in a language I understand, and I have been told that if I have any questions about helmet use and safety around equines, they will be answered. I acknowledge that my signing of this safety notice and liability release is a voluntary act on my part and that I have not been coerced into signing this document by anyone. I acknowledge that by signing this release, I understand that the terms include myself and any minor children for which I am the parent or legal guardian. Only a parent or legal guardian is permitted to sign this form on behalf of a minor.

Signature of Participant, Parent or Guardian	Print Name	Date
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