



## DARK HORSE EQUESTRIAN CENTRE LIABILITY RELEASE FOR BOARDERS, RIDERS, AND VISITORS

Whereas, Bekah Koutsos & Mark Maddox DBA Dark Horse Equestrian Centre (hereinafter “DHEC”) has made available to the undersigned, or to the child of the undersigned, or both, all or a portion of any property, equipment, horses and facilities of DHEC located at 909 Broadway School Rd Belton, SC 29627 including, but not limited to, riding areas, stables, equipment, and horses, the undersigned hereby assumes full responsibility for the safety of the undersigned and the Rider.

The term “Rider” shall mean not only the undersigned, but also, any minor of the undersigned, and also any person who uses any portion of the property, equipment, horses or facilities of DHEC with permission of the undersigned. Undersigned hereby releases DHEC, Bekah Koutsos, Mark Maddox, their agents, officers, directors, employees, trainers, any landowner, successors, assigns, executors, heirs, and administrators from any and all claims, causes of action, demands, obligations and liabilities – which are now existing or hereafter mature or accrue at any time – arising out of or related in any fashion to the undersigned’s or Riders use of any DHEC property, equipment, horses or facilities, except for DHECs’ gross negligence or DHECs’ intentional acts.

The term “Rider” shall also include” (child or Children’s name(s)): \_\_\_\_\_

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The undersigned acknowledges and fully understands that Rider uses the property, equipment, horses and facilities of DHEC at his or her own risk. The undersigned hereby agrees to hold and save DHEC, Bekah Koutsos, Mark Maddox, their agents, officers, directors, employees, trainers, any landowner, successors, assigns, executors, heirs and administrators harmless from each and every claim, demand, liability, or other obligation which may arise out of or be connected in any fashion with loss, injury or damage to the undersigned, to the undersigned’s property, to the undersigned’s children or anyone using (with the undersigned’s or Rider’s permission) any portion of the property, equipment, horses or facilities of DHEC. The undersigned hereby agrees and covenants not to bring any action at law or in equity against DHEC, Bekah Koutsos, Mark Maddox, their agents, officers, directors, employees, trainers, any landowner, successors, assigns, executors, heirs and administrators on behalf of the undersigned or on behalf of Rider, whether minor or adult, arising from or relating in any fashion to any injury, damage or the loss suffered by the undersigned or by Rider’s use of DHECs’ property, equipment, horses or facilities; and the undersigned shall further defend DHEC Bekah Koutsos, Mark Maddox, their agents, officers, directors, employees, trainers, any landowner, successors, assigns, executors, heirs and administrators against any such actions brought by the undersigned or on the undersigned’s behalf or brought by Rider or on Rider’s behalf or brought by any other person with respect to the Rider’s or undersigned’s use of DHEC property, equipment, horses or facilities; and, furthermore, the undersigned shall indemnify DHEC Bekah Koutsos, Mark Maddox, their agents, officers, directors, employees, trainers, any landowner, successors, assigns, executors, heirs and administrators for anything for which Rider is responsible either alone, jointly or severally.

The undersigned hereby forever releases DHEC, Bekah Koutsos, Mark Maddox, their agents, officers, directors, employees, trainers, any landowner, successors, assigns, executors, heirs and administrators from any and all claims, causes of action, obligations, responsibilities, demands, liabilities and damages – whether now existing or hereafter accruing or maturing at any time and in any way related to or arising out of training with DHEC whether at DHEC facilities, at a horse show, or elsewhere, or clinic, or arising out of or related to DHEC training or riding the undersigned’s horses whether at DHEC, at a horse show, clinic or elsewhere. Furthermore, the undersigned shall defend DHEC, Bekah Koutsos, Mark Maddox, their agents, officers, directors, employees, trainers, any landowner, successors, assigns, executors, heirs and administrators against any and all such actions brought by the undersigned or on the undersigned’s behalf or brought by Rider or on Rider’s behalf or brought by any other person with respect to training received by Rider or Rider’s horses at DHEC at a horse show, clinic or elsewhere.

The undersigned hereby acknowledges and understands DHEC, Bekah Koutsos, Mark Maddox, their agents, officers, directors, employees, trainers, any landowner, successors, assigns, executors, heirs and administrators do not represent or warrant the quality or character of any horse furnished to Rider. Furthermore, the undersigned acknowledges and understands that horseback riding or other participation in activities at DHEC may involve substantial risk of bodily injury, death, property damage and other dangers

including, but not limited to, bodily injury or death resulting from kicks and bites, falling off horses or horses falling on Rider, being dragged by a foot caught in the stirrups, Rider being thrown by horse, equipment failure or collision with horses or vehicles or other inanimate objects.

In the event Rider or any of the designated individuals is a minor, the undersigned, on behalf of said minor, does hereby consent to any x-ray, anesthetic, medical or surgical diagnosis or treatment and hospital service that may be rendered to said minor under the general or specific instructions of any physician or hospital. The undersigned acknowledges that this consent to medical treatment is given in advance of any specific diagnosis or treatment which may be required, but is given to encourage DHEC, any hospital staff and physicians to exercise their best judgment as to the requirements of such diagnosis or treatment. The undersigned hereby agrees to pay all fees and expenses of doctors, hospitals, ambulance and other medical expenses reasonably and necessarily incurred.

READ CAREFULLY BEFORE YOU SIGN. THIS DOCUMENT RELEASES DHEC, BEKAH KOUTSOS AND MARK MADDOX FROM ANY LIABILITY RESULTING FROM USE OF DHEC PROPERTY, EQUIPMENT, HORSES OR FACILITIES.

### WARNING

**UNDER SOUTH CAROLINA LAW, AN EQUINE ACTIVITY SPONSOR OR EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR 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.**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date of Birth Home Phone Cell Phone

\_\_\_\_\_  
Address City State Zip

\_\_\_\_\_  
Parent/Guardian Signature (if under 21) printed name of Parent/Guardian

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Witness Signature – Required regardless of age (must be over 18) Printed name of Witness

Reason for visiting Dark Horse Equestrian Centre:  
(Include name of boarder if you are a guest of a boarder)  
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