

WAIVER AND RELEASE OF LIABILITY, AND HOLD HARMLESS/ INDEMNIFICATION AGREEMENT

I am fully aware of the risks, dangers, and other hazards connected with horseback riding and other equine activities (collectively, the "Activities"), including physical injury or even death, and nevertheless have elected to voluntarily participate in such Activities at White Oak Conference Center, knowing that the Activities may be hazardous to me and my property. **I FREELY AND VOLUNTARILY ASSUME THE RISKS, BOTH KNOWN AND UNKNOWN, OF ANY LOSS, PROPERTY DAMAGE, OR BODILY/PERSONAL INJURY, INCLUDING DEATH**, that may be sustained by me, or loss or damage to property owned by me, as a result of participation in the Activities. **White Oak Conference Center assumes no risk, nor liabilities for injuries resulting from the inherent risks of equine activities, "pursuant to Article 7, Chapter 9 of Title 47, Code of Laws of South Carolina, 1976."** **I FURTHER ASSUME FULL RESPONSIBILITY FOR MY ACTS OR OMISSIONS AND ANY LOSSES, INJURIES AND DAMAGES THEY MAY CAUSE.**

For valuable consideration received, including but not limited to being allowed to participate in the Activities, the receipt and sufficiency of which is acknowledged, I hereby:

1. **RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** the South Carolina Baptist Convention, White Oak Conference Center, and their respective affiliates, directors, officers, employees, servants, agents, successors and assigns (collectively, the "Released Parties") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while participating in the Activities, and while on, in route to, or leaving White Oak Conference Center property, even if arising from the negligence of the Released Parties, except to the extent that the loss, injury or damage results from the sole gross negligence and/or wanton misconduct of the Released Parties.
2. **AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS** the Released Parties from any and all claims, losses, injuries and damages that may arise from my participation in the Activities, including but not limited to claims by third parties and any claims submitted by me or on my behalf, even if arising from the negligence of the Released Parties, except to the extent that the loss, injury or damage results from the sole gross negligence and/or wanton misconduct of the Released Parties.

It is my expressed intent that this Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and that it be enforced to the maximum extent permitted by law.

This Agreement shall be constructed in accordance with the laws of the State of South Carolina.

In signing this Agreement, I acknowledge and represent that I have read and understood the terms of this Agreement and the Rules of White Oak Conference Center, and that I agree to follow those Rules and any other rules or regulations promulgated by White Oak Conference Center. I certify that I sign this Agreement voluntarily as my own free act and deed, and that no oral representations, statements or inducements have been made.

Signature

Print Name

Date

Witness