

GRAND VIEW PONIES

Minor Student Intake & Waiver (Parent/Guardian)

South Carolina • Equine Activity Liability Release

GENERAL STUDENT INFORMATION (Please Print All Answers)

Student Name:

DOB: Gender:

Address:

City/State/Zip: County:

Height: Weight:

GENERAL PARENT/GUARDIAN INFORMATION (Please Print All Answers)

Name:

Phone Number: Can we text this number? ☐ YES ☐ NO

Email:

Address (if different):

City/State/Zip: County:

How did you hear about us:

STUDENT EXPERIENCE AND GOALS

Does the student have any experience with horses/ponies? ☐ Yes ☐ No

If yes, please specify:

Student's Goals:

PUBLICITY RELEASE (Check Consent or Do Not Consent)

I consent / do not consent to and authorize the use and reproduction by Grand View Ponies (GVP) of any and all photographs and any other audio-visual materials taken of the student or myself for promotional material, educational activities, and exhibitions or for any other use for the benefit of the program.

☐ I CONSENT ☐ DO NOT CONSENT

Parent/Guardian Name: Date:

Parent/Guardian Signature:

■ WARNING

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 an inherent risk of equine activity, pursuant to Article 7, Chapter 9 of Title 47, Code of Laws of South Carolina, 1976.

The South Carolina Equine Activity Liability Act (S.C. Code Ann. § 47-9-710 et seq.) defines "Inherent risk of equine activity" as 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.

Grand View Ponies – Minor/Guardian Waiver (continued)

I understand and acknowledge that I am fully aware of, and assume all risks (including but not limited to those listed above, serious bodily injury, death and/or property loss or damage). I agree to assume all the risks and responsibilities surrounding my (or my child's/ward's) participation in Equine Activities provided by Grand View Ponies (GVP). To the fullest extent allowed by law, I agree to hold harmless and agree to indemnify Grand View Ponies (GVP), its directors, officers, staff, employees, volunteers, agents, licensees, affiliates, and assigns, from and against any present or future claim, cause of action, loss or liability for injury to person or property, which I (or my child/ward) may suffer or for which I may be liable to any other person, related to participation in Activities, resulting from any cause whatsoever, and regardless of fault.

I understand and acknowledge that Grand View Ponies (GVP) will provide me (or my child/ward) with equestrian equipment, and an equestrian safety helmet that is ASTM-standard and SEI-certified for use when participating in mounted activities, lunging, long lining, or other equine activities. I understand that neither GVP nor its assistants or agents can guarantee the suitability of any helmet provided, nor guarantee unforeseen malfunctions of equestrian equipment.

Parent/Guardian Name: Date:

Parent/Guardian Signature:

I understand and agree that if I breach this Waiver and Liability Release (or any part of it) I agree to pay the attorney's fees and court costs related to such breach incurred by Grand View Ponies (GVP) and/or persons directly affiliated with GVP. It is also mutually agreed that any disputes arising under this Release, or any activities that are undertaken pursuant to this document, shall be litigated in a court of proper jurisdiction located in or nearest to Horry County, South Carolina.

I understand and agree that the waiver and liability release set forth in this document constitutes a formal waiver of liability beyond the provisions of the South Carolina Equine Activity Liability Act (S.C. Code Ann. § 47-9-710 et seq.). By signing this release, I agree not to bring any claim or suit against Grand View Ponies (GVP), the property owner(s), or persons or entities working on behalf of or affiliated with GVP on the basis of any exception in that law, except as may be required by applicable law.

I understand and agree to keep confidential all medical, social, referral, personal and financial information regarding a participant, their family, other volunteers or staff, including information on GVP's mailing lists. Additionally, there will be no posting of pictures or other information on any social networking site (including but not limited to Facebook, Instagram, Twitter/X, YouTube, TikTok, etc.) without the expressed permission of Grand View Ponies (GVP) and the parents or guardians of the GVP participant. I understand and will observe the confidentiality policy of GVP.

All of this agreement shall apply to me and shall also apply to the children/legal wards listed. This Release is intended to be valid and binding at all times – now and in the future – when Grand View Ponies (GVP) permits me (directly or indirectly) to engage in any or all program and equestrian activities.

The signature below attests that I/we have read and understand each of the above-mentioned releases in accordance with Grand View Ponies (GVP)'s policy.

Student Name:

Student Signature: Date:

Parent/Guardian Name:

Parent/Guardian Signature: Date: