



SPORTING HOUNDS FOUNDATION
OF TRYON

RELEASE, WAIVER and INDEMNIFICATION AGREEMENT

Read this carefully. You participate at your own risk.

In consideration of being allowed to participate in any way in the Sporting Hounds Foundation of Tryon, Inc. ("SHFT") RIG GIG event and activities at FENCE (the "Property") undersigned acknowledges, appreciates and agrees that:

1. The risk of injury from the RIG GIG event and activities involved in is significant, including the potential for permanent paralysis and death. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the releasees or others, and assume full responsibility for my participation.
2. I willingly agree to comply with the stated rules and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my participation, I will remove myself from participation and bring such to the attention of the nearest SHFT representative.
3. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release and hold harmless, all SHFT officers, agents and/or employees, volunteers, event officials, other participants, sponsor, advertisers, and if applicable, owners and lessors of the Property used to conduct the event (Protected Parties).
4. PROTECTED PARTIES ARE NOT RESPONSIBLE. The Protected Parties shall not be responsible or legally liable for my presence on the Property or participation in the event. I HEREBY RELEASE, WAIVE, DISCHARGE AND HOLD HARMLESS ANY PROTECTED PARTY FROM ANY LIABILITY FOR ANY ACCIDENT, INJURY, SICKNESS AND DISEASE (INCLUDING COMMUNICABLE DISEASES), LOSS OR DAMAGE, INCLUDING DEATH, RESULTING FROM THE EVENT, USE OF THE PROPERTY, AND/ OR NEGLIGENCE BY ANY PROTECTED PARTY. IT IS MY INTENTION, FOR MY HEIRS, PERSONAL REPRESENTATIVES, EXECUTORS, ADMINISTRATORS OR OTHER REPRESENTATIVES, THAT EXCEPT IN THE CASE OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, I WILL NOT BRING ANY CLAIM, CAUSE OF ACTION, AND/OR LIABILITY SUIT AGAINST, AND I WILL RELEASE, HOLD HARMLESS, AND INDEMNIFY ANY PROTECTED PARTY FROM AND AGAINST, ANY LOSS, COST OR DAMAGE RESULTING FROM ANY INJURY WHICH WE MAY SUFFER ON THE PROPERTY OR PARTICIPATING IN THE EVENT.

IN ADDITION, I AGREE TO REIMBURSE, DEFEND, HOLD HARMLESS AND INDEMNIFY THE PROTECTED PARTIES FROM ANY INJURIES AND DAMAGES RESULTING FROM MY NEGLIGENCE OR FAILURE TO COMPLY WITH THIS AGREEMENT, INCLUDING SUBROGATION OR OTHER ACTIONS BY THIRD

PARTIES. THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT DURING ALL EVENT ACTIVITIES AND/OR USE OF THE PROPERTY.

5. MULTI USE PROPERTY AND HAZARDOUS CONDITIONS. I acknowledge and agree that many other people may be using the Property for a variety of purposes. Horses and other livestock, wild animals, other riders, hikers, bikers, resident or roaming dogs, children, hunters, persons using power equipment, machinery and vehicles, trespassers and many other potential users and hazards are likely to be encountered on multi-use Property and may cause or contribute to accidents, injury, death, loss or damage while on the Property whether or not participating or observing the event. Property conditions change constantly due to hazards caused by water, waterways, soil and subsurface conditions, trees, vegetation, animals and other natural or man-made causes, including neglect or negligent maintenance.

6. SKILL, EXPERIENCE AND PHYSICAL ABILITY AND INSURANCE.

Participating in event requires skill and experience. I am fully aware of the risks and hazards connected with the above-named event and that there may be other unknown risks and I hereby elect to participate in knowing that the activity may be hazardous to me or my property. I understand the Protected Parties do not provide auto, trailer, property, liability, medical or hospitalization insurance, and that I and my property will be covered by my personal insurance. I assume the risk of accident, injury, death, sickness and disease (including communicable diseases), loss or damage resulting from participation in or observation of the event. I certify that I have no physical conditions or limitations which would prevent safe participation in the event. I understand that the above-described risks are foreseeable, and agree to release and hold harmless Protected Parties even if they have actual knowledge of such risks and their acts or omissions are negligent. I hereby consent, direct and authorize SHFT and/or the Protected Parties to engage any emergency medical care including transportation, required for me and hereby release and indemnify SHFT or assisting individual, and assume all associated risks and agree to pay all associated costs.

7. I grant to my permission to use without charge any and all image, likeness and name in any photographs, video reproductions or other like kinds of image productions taken during the event.

8. I understand that SHFT and its members, officers, staff and volunteers are not responsible for the loss, theft, or any damages to personal property.

I hereby state that I am of lawful age to sign this Agreement. I understand that each and every one of the terms are contractual and not a mere recital, and that this document is signed by my own free act. I HAVE READ AND UNDERSTAND THIS AGREEMENT. I AM GIVING UP LEGAL RIGHTS, CREATING LEGAL OBLIGATIONS, AND ASSUMING ALL RISK OF LOSS OR INJURY.

The parties agree that this Agreement may be electronically signed. The parties agree that the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

PARTICIPANT SIGNATURE PRINTED NAME DATE

VALID DRIVER'S LICENSE NO. STATE