

**Santa Elena Foundation / Carolina Marsh Tacky Association**  
**2018 Lowcountry Fair with Historical Flair Registration**  
**November 3, 2018**  
**Cotton Hall Plantation, Sheldon, SC**

Two events are available for Marsh Tacky participation, a Marsh Tacky Race and a Marsh Tacky Fun Show. Use this form to register for one or both events. All Marsh Tackies must be registered in the Marsh Tacky stud book. All horses registered must participate in the event. Riders in the race must be at the intermediate level or higher, on well trained mounts. You are required to submit a current negative Coggins prior to the race. All owners, riders and handlers must submit a waiver and release prior to the event. Waivers will not be accepted day of event. Owners with riders under age 18 must include a release/waiver executed by the minor's parent or legal guardian.

**Your full registration submittal must include:**

1. **Fully completed** 2018 Lowcountry Fair Registration (Use separate form for each horse if same owner).
2. **Waiver & Release** (included herein) for Owner, Rider and each handler.
3. Brief "bio" **background, with photo**, of each horse and rider, for promotional purposes (included herein).
4. **Current Coggins** for each horse racing or attending.
5. **Please indicate whether you are participating in Racing, Obstacle course, or Both.**

Please send all materials **together at the same time** to no later than Sunday, **Oct. 10, 2018**.

By Mail: CMTA • P.O. Box 1447 • Hollywood, SC 29449

By email: [tammyjwarren50@gmail.com](mailto:tammyjwarren50@gmail.com)

Questions: [Call Tammy Warren 843-670-8153](tel:843-670-8153)

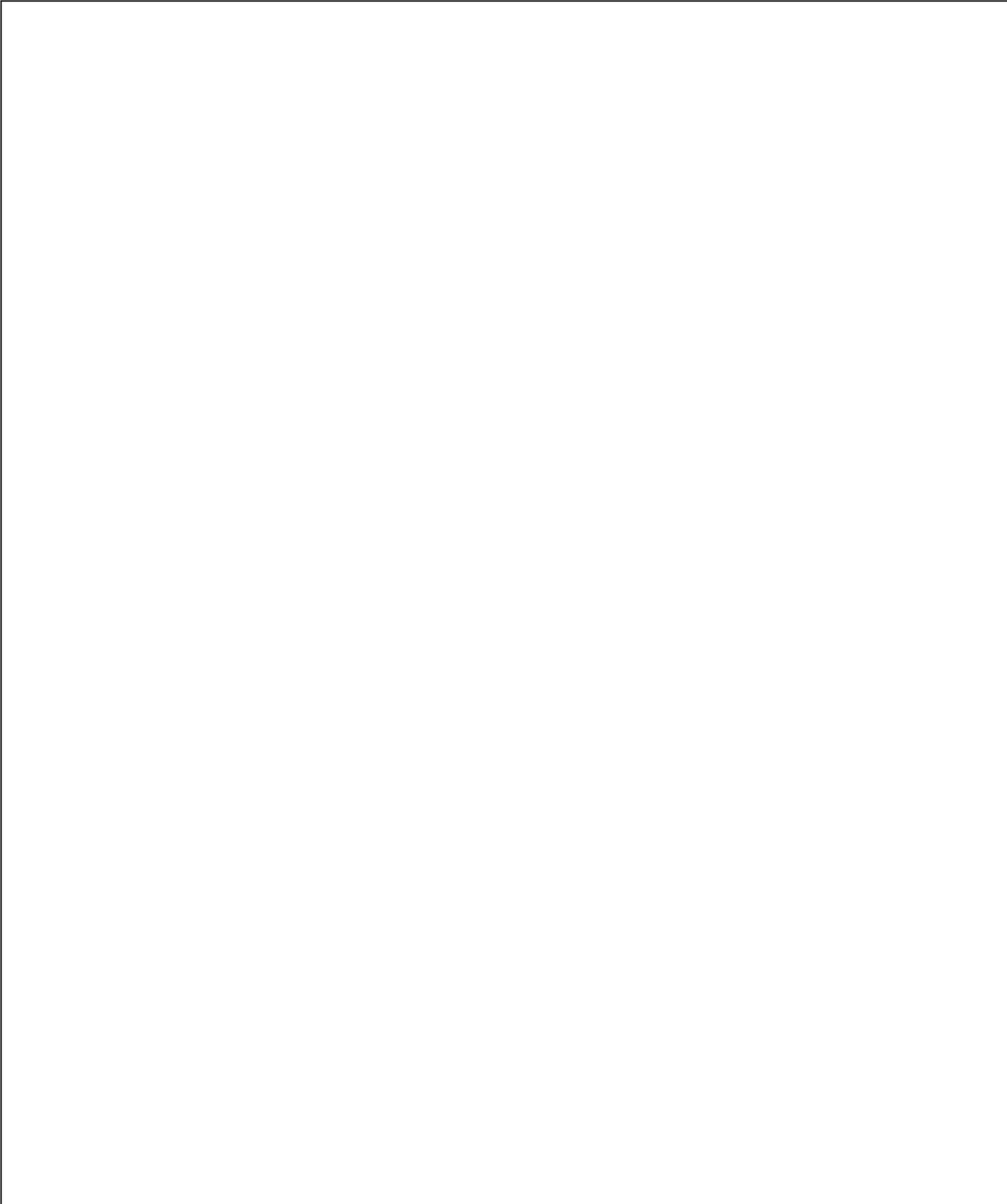
**Registration**

Registered Name of Horse	
Pet Name & Age of Horse	
Coat Color/Mare or Gelding	
Sire and Dam	
Name of Horse Owner	
Owner's Address, Cell #, Email:	
<b>I am registering my horse for the Race, the Fun Show, or both</b>	
Name of <b>Race Rider</b> if not Owner; Age if under 18	
Race Rider's Address, Cell, Email:	
Race Rider's Emergency Contact (Name/Cell Number)	
Name of <b>Fun Show Rider</b> if not Owner; Age if under 18	
Fun Show's Rider's Address, Cell, Email:	
Fun Show Rider's Emergency Contact (Name/Cell Number)	

**Must Have:**

Include a photo and bio of each horse and each rider, for event day and promotional use. Suggestions: Colorful/anecdotal info the rider/horse, experience with horse, how the horse is used (trail riding, etc.) past races or fun shows if any, interesting stories, or facts about the horse and/or the breed. PRINT CLEARLY. (Continue on another page if needed.)

A large, empty rectangular box with a thin black border, occupying most of the page below the instructions. It is intended for the user to provide the required information: a photo and bio of each horse and rider.



**LOWCOUNTRY FAIR PARTICIPANT RELEASE AND WAIVER OF LIABILITY and ASSUMPTION OF RESPONSIBILITY  
("RELEASE")**

**PLEASE READ CAREFULLY.** Serious injury may result from your participation in equine activity. This release must be completed by each participant, or by the parent of participants under 18 years of age. Minimum age for participants is 16.

I, the undersigned, on behalf of myself and my heirs, executors, personal representatives, administrators, successors and assigns, or, in the alternative, as a parent or guardian on behalf of a minor and such minor's heirs, executors, personal representatives, administrators, successors and assigns (hereinafter referred to collectively as "Participant"), for and in consideration of the opportunities and enjoyment provided by the Marsh Tacky Association and the Santa Elena Foundation, including the permission to be on and use the property, and being permitted to participate in any and all equestrian activities while on Cotton Hall Plantations, being permitted to be a spectator, rider, groom, attendant, handler, volunteer, or other assistant, Carolina Marsh Tacky Association (CMTA) member, starter, commentator, or being a participant in any other equestrian or equestrian-related activity including races, fun show, trailering, handling, boarding and caring for horses, handling horses, jumping, walking or riding (hereinafter referred to collectively as "Activities"; all of the foregoing Activities by way of example and not by way of limitation), the receipt and sufficiency whereof is all hereby acknowledged, do hereby freely and voluntarily agree and consent to the following:

**Certification of Review of Release:** By signing this Release, the undersigned Participant acknowledges he/she has read this Release, has asked any questions he/she may have and has consulted an attorney should he/she desire, and that by signing this Release he/she is certifying that he understands and agrees to the terms and conditions of this Release in his/her behalf or on behalf of his/her minor child.

**Release and Waiver from Liability:** In consideration for voluntarily participating in the Lowcountry Fair on November 18, 2017 at Cotton Hall Plantation, and/or any field inspections or practice that might be requested by CMTA prior to the event, and in further consideration of being permitted to participate in any capacity in activities while on Cotton Hall Plantation, by execution of this Release, does hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO sue the entities comprising Cotton Hall Plantation, their respective officers, employees, directors, contractors and volunteers, property owners, lessees, and lessors, the owners, lessors, and lessees of horses participating in the Activities (whether ridden by Participant or third parties), and the owners, lessors, lessees, or other possessors of real estate where Participant is engaging in, observing, or for any other reason in the vicinity of horses (hereinafter collectively referred to as "Releasees"), for any and all damage, liability and claims of every nature, whether in tort, contract or by statute, including, but not limited to, any claim for personal injury, death, or injury to or loss of personal property, whether arising from the Activities, or from, but not limited to, control or supervision of spectators, providing or failing to provide ambulance service, medical care, nursing care, paramedic care, basic life support care, emergency trauma care, advanced life support care, first aid, emergency communication, emergency transportation, or design, maintenance or repair of any facility or anything or any other act caused by Releasees or otherwise while Participant is on Cotton Hall Plantation. All personal property – including equine - kept, placed or left on or about Cotton Hall Plantation shall be Participant's sole risk as to loss, theft, injury or damage and Releasees shall have no responsibility for such loss, theft or damage to any such personal property.

**Acknowledgment and Assumption of Risks and Costs:** Participant hereby acknowledges that he/she has full and complete notice and is aware that many injuries, including property damage, personal injury, severe bodily injury or even death (hereinafter referred to collectively as "Injuries;" all of the foregoing Injuries by way of example and not by way of limitation), can occur (and have occurred) when participating in the Activities, which Injuries may even be caused by other riders or their horses, even though there is no wrongful or negligent conduct on anyone's part. Participant is also aware that the Activities, in general, are inherently dangerous, regardless of all feasible safety measures that can be taken, and of the numerous risks involved in the Activities, which may result in Injuries to Participant, including, but not limited to: (i) the propensity of an equine (which includes a horse, pony, mule, donkey or hinny, hereinafter collectively referred to as "Equine") to behave in dangerous ways, irrespective of such Equine's previous behavior or characteristics, that may result in Injuries to Participant, (ii) the inability to predict or foresee an Equine's reaction to sound,

movements, weather, objects, persons, or animals and the effects of such reactions, (iii) the hazards of surface or subsurface conditions, including, but not limited to, weight-bearing capacities, objects or conditions on, or under, or protruding from the surface, both latent and patent, (iv) the actions of other riders, spectators, or participants, including the potential of another rider or participant to act in a negligent manner that may result in or contribute to Injuries to Participant, such as but not limited to, a rider or participant failing to maintain control of the Equine or failing to act within his ability, and (v) potential collisions with other Equines, participants or objects, all of which may cause Participant Injuries. Participant also understands that equipment may become faulty or break, causing Injuries. Although Participant fully understands the foregoing, Participant nevertheless freely, voluntarily and gladly assumes all risks, dangers, hazards and costs of the Activities even though the Activities may result in Injuries or loss of revenue.

**Range of Ability:** Participant understands that he/she assumes sole individual responsibility for knowing the range of his/her own ability to ride Equines, manage, care for, and control a particular Equine, perform a particular Equine activity, act within the limits of his own ability, maintain reasonable control of the particular Equine at all times while participating in the Activities, heed all posted warnings, perform Activities only in the appropriate, designated areas or facilities, and refrain from acting in a manner that may cause or contribute to the Injuries of anyone. Participant also acknowledges that each of the Releasees has made a reasonable and prudent effort to determine Participant's ability to (a) engage safely in the Activities and (b) manage safely the particular Equine based on the representations Participant has made to the Releasees of his ability.

**Authorization for Medical Treatment:** Participant hereby authorizes any emergency medical care that may at the time appear reasonably appropriate under the circumstances as a result of Injuries caused to or incurred by Participant while participating in the Activities. Participant further warrants he/she has appropriate insurance or, in its absence, agrees to pay all costs for medical care that may be incurred on Participant's behalf.

**Minor Child.** The parent executing this Release to permit his/her child age 16-18 to participate (hereinafter Participant) in this Activity agrees to all terms and conditions herein, without exception.

**Hold Harmless:** Participant hereby agrees to INDEMNIFY, REIMBURSE, SAVE AND HOLD HARMLESS the Releasees from any loss, liability, damage, cost or expense, including reasonable attorney's fees, the Releasees may incur relating to Participant's presence, the presence of Participant's employees, agents or invitees upon Cotton Hall Plantation, of Releasees or the defense of any action brought by Participant against the Releasees arising from the Activities.

**Assumption of Responsibility - Damage and Cost of Enforcement:** Participant hereby agrees to be responsible for all damage caused by him/her, his/her Equine(s), or anyone using the premises with the consent of or at Participant's request. Participant further agrees to be liable for all of the Releasees' reasonable attorney's fees and other costs resulting from Participant's breach of any provision of this Release. Participant further expressly agrees that the foregoing release, waiver and indemnity provisions are intended to be as broad and inclusive as permitted by law.

**Liability Limitation: 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. Participant agrees that any and all claims and/or causes of action not barred by statutory immunity, if any, for personal injury, death, or injury to or loss of personal property by Participant must be brought within one (1) year of the date accrued and any such claim for personal injury or loss is limited to \$500.00 (Five Hundred Dollars).

**Protective Headgear Warning:** Participant is hereby warned that all horse riders and handlers should wear properly fitted and secured protective headgear (equestrian riding helmet), and that wearing of such headgear while working around or riding horses may prevent or reduce severity of some injuries and may prevent death as a result of a fall or other occurrence. Protective headgear is strongly encouraged. Participant or guardian must opt-out below if s/he declines to wear protective headgear.

**Choice of Law and Venue:** Participant agrees that this Release shall be governed by and construed in accordance with the laws of the State of South Carolina, including the Equine Activity Liability Act, S.C. Code § 47-9-710 et seq. In the event any action, suit or proceeding is instituted as a result of any matter or thing affecting this Release, the parties hereto hereby agree to designate the courts of Beaufort County in the State of South Carolina, or the U.S. District Court for South Carolina as the jurisdictions and the venues in which the same may be instituted. The parties hereto hereby accept the exclusive jurisdiction of those courts for the purpose of any such suit, action or proceeding. Venue for any such action, in addition to any other venue permitted by statute, will be Beaufort County in the State of South Carolina. The parties hereto hereby irrevocably waive, to the fullest extent permitted by law, any objection that any of them may now or hereafter have to venue of any suit, action or proceeding arising out of or relating to this Release or any judgment entered by any court in respect thereof brought in Beaufort County in the State of South Carolina, and hereby further irrevocably waive any claim that any such suit, action or proceeding brought in any such forum has been brought in an inconvenient forum. The parties hereby mutually waive any and all rights which any party may have to request a jury trial in any proceeding at law or in equity in any court of competent jurisdiction.

**Adherence to Rules:** Execution of this release binds participants to any and all rules and regulations of Cotton Hall Plantation, and participant hereby agrees to adhere to same.

**Accommodations:** Each owner/rider is responsible for his/her own accommodations. Neither CMTA nor Santa Elena Foundation are responsible for providing, making, or reimbursing costs of accommodations under any circumstances.

**Miscellaneous:** Whenever the singular is used in this Release and when required by the context, the same shall include the plural and vice-versa. Whenever, the masculine gender is used in this Release and when required by the context, the same shall include the feminine and neuter genders. Wherever possible, each provision of this Release shall be interpreted in a manner so as to be effective and valid under applicable law but, if any provision of this Release shall be prohibited by or invalid under applicable law, the provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of the provision or the remaining provisions of this Release. If any part of any covenant or other provision in this Release is determined by a court of law to be overly broad thereby making the covenant unenforceable, the parties hereto agree, and it is their desire, that the court shall substitute a judicially enforceable limitation in its place, and that as so modified the covenant shall be binding upon the parties as if originally set forth herein.

#### **WARNING**

**UNDER THE EQUINE ACTIVITY LIABILITY ACT, S.C. CODE § 47-9-710 et seq., EACH PARTICIPANT WHO ENGAGES IN AN EQUINE ACTIVITY EXPRESSLY ASSUMES THE RISKS OF ENGAGING IN AND LEGAL RESPONSIBILITY FOR INJURY, LOSS, OR DAMAGE TO PERSON OR PROPERTY RESULTING FROM THE RISK OF EQUINE ACTIVITIES.**

**THIS RELEASE SHALL REMAIN VALID AND ENFORCEABLE UNTIL EXPRESSLY REVOKED, IN WRITING, BY THE PARTICIPANT OR, IF A MINOR, THE PARENT OR GUARDIAN.**

**THIS RELEASE CAUSES YOU TO GIVE UP, WAIVE AND SURRENDER IMPORTANT LEGAL RIGHTS AND TO ASSUME CERTAIN OBLIGATIONS. YOU MAY WISH TO CONSULT AN ATTORNEY PRIOR TO SIGNING IT.**

Having read the foregoing, the undersigned acknowledges his understanding of those risks set forth herein and knowingly agrees to accept full responsibility for Participant's exposure to such risks. The undersigned further acknowledges a full and complete understanding of the limitations of liabilities and of the waiver of certain rights that Participant may have by the granting of the releases contained herein and knowingly consents thereto. The undersigned acknowledges that the use of protective headgear is strongly encouraged. The undersigned further acknowledges, if signing as parent or guardian on behalf of a minor Participant, that he has full and complete authority to execute this Release on such minor Participant's behalf and that both the undersigned and the minor Participant shall be bound by the terms and conditions hereof.

**Please type or print legibly. All fields are required.**

First and Last Name [Click here to enter text.](#)

Email Address [Click here to enter text.](#)

Phone: [Click here to enter text.](#)

Street: [Click here to enter text.](#)

City, State, Postal Code: [Click here to enter text.](#)

Country if not United States: [Click here to enter text.](#)

Minor Participant Name and Age: [Click here to enter text.](#)

Relation to Minor Participant: [Click here to enter text.](#)

Event Day Role (Be as descriptive as possible: rider, handler, flag bearer, etc. If handler, provide name of rider you are supporting.) [Click here to enter text.](#)

Protective Headgear: Check one:

- I voluntarily elect to opt-out of wearing protective headgear for myself, or my minor child and accept full responsibility for this election and its potential consequences.
- I elect to wear protective headgear, which I will provide, for myself or my minor child.

Acknowledgment \*

Yes, I acknowledge and agree to all terms under this waiver and release and assumption of responsibility.

\_\_\_\_\_  
Signature (must be in ink, not electronic)

\_\_\_\_\_  
Printed