

LIABILITY, WAIVER, AND RELEASE AGREEMENT

**PALMETTO BLUFF OPERATIONS, LLC, MONTAGE HOTELS AND RESORTS
A SOUTH CAROLINA LIMITED LIABILITY COMPANY
D/B/A LONGFIELD STABLES EQUESTRIAN CENTER (THE "STABLE")**

PLEASE READ CAREFULLY BEFORE SIGNING

**SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY.
THE STABLE DOES NOT GUARANTEE YOUR SAFETY.**

In consideration for permission to engage in "Activities" (defined below), the "Rider" (defined below), agrees as follows:

1. Rider.

The following listed individual (the "Rider"), and/or the parents or legal guardians thereof if a minor, do hereby acknowledge he or she may participate in the Activities (as defined herein) on the Stable's premises and within certain designated areas within and around the planned unit development known as Palmetto Bluff, Beaufort County, South Carolina ("Palmetto Bluff").

Rider's Name

Age (if under 18)

2. Scope of Waiver and Governing Law

This agreement shall be legally binding upon (A) me, the registered Rider, my heirs, estate, assigns, including all minor children and legal or personal representatives, executors, administrators, successors and assigns and (B) if on behalf of a minor, the registered Rider, me, the minor's parents or legal guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns thereof (collectively the "Releasing Parties"), and it shall be interpreted according to the laws of the state and county of the Stable's physical location. Any dispute by the Rider shall be litigated in and venue shall be the county in which the Stable is physically located. The term "Property" shall herein refer to any and all property located in Palmetto Bluff, or upon which the Activities occur, exist or take place, whether or not subject to the ownership or possession of the Releasees (defined below). The term "Activities" shall herein refer to any recreational program or activity that may be performed at the Property; such programs or actions may be performed inside or outside of any building or structure, and may include without limitation, the riding or otherwise handling ("Riding") of horses, ponies, mules, donkeys or any equine species (collectively, the "Horses"), whether from the ground or mounted, foxhunting and related activities, and driving a cart, carriage or other horse-drawn vehicle, hiking, climbing, running, riding or driving vehicles, and any other actions that in any way relate to the above. The term "Rider" shall herein refer to a person who rides a Horse mounted, drives or is a passenger in a Horse-drawn vehicle, or otherwise handles or comes near a Horse from the ground. The terms "I", "me", "my" and "WE" shall herein refer to the above registered Rider and the parents or legal guardians thereof if a minor.

3. Acknowledgments

I/WE acknowledge that Rider has voluntarily chosen to participate in the Activities. I/WE acknowledge that the participation in the Activities, including the Riding of Horses are inherently dangerous and carry the substantial risk of property damage, personal injury and death. I/WE recognize that while protective equipment exists, there will always be a serious risk of catastrophic or fatal injury in participating in the Activities. I/WE recognize that those risks cannot be eliminated.

I/WE further acknowledge that Rider will be moving on and through undeveloped wilderness and that such property presents inherent risks to Rider, and that such risks may be both obvious and concealed due to the wilderness conditions. I/WE acknowledge that the Releasees are not responsible for total or partial acts, occurrences, or elements of nature that can cause an accident, cause Rider to fall, or those that can scare a Horse, cause it to fall, or react in some other unsafe way, including but not limited to the following: thunder; lightning; rain; wind; wild and domestic animals, insects, or reptiles, which may walk, run, fly near, bite or sting a person or the Horses; and irregular footing on indoor and outdoor groomed or wild land which is subject to constant change in condition according to weather, temperature, natural and man-made changes in landscape ("Nature Conditions").

I/WE shall be responsible for the Rider's safety and for evaluating the risks involved in the Activities and Rider's fitness to participate, and acknowledge that the degree of risk can be affected by circumstances foreseen and unforeseen, including but not limited to the Rider's physical condition and capabilities.

4. Covenants by Rider

In consideration of and as a material inducement for Releasees to allow the Rider to participate in Activities, I/WE covenant that:

- a. The Rider is (i) aware of the risks associated with the use of the land and the participation in Activities; (ii) in sufficiently good health to participate in the Activities; (iii) familiar with the Horses and the procedures required for the safe Riding of those Horses; and (iv) has sufficient skill to Ride the Horses safely;
- b. I/WE have inspected the Nature Conditions at the Property and find them to be reasonably safe and appropriate for the intended purpose of the Activities;
- c. The Rider will follow and abide by all directions and rules and regulations imposed by the Stable or other Releasees with respect to the Activities; and
- e. I/WE have chosen to participate in the Activities as an act of my/Rider's own free will and that I/WE are not acting under any coercive affect or agent.

5. FULL RELEASE AND WAIVER OF CLAIMS

In consideration of the Stable allowing me to participate in the Activities on the Property, I, the Rider, the parent or guardian thereof if a minor, and on behalf of the Releasing Parties do hereby forever:

- a. Release, acquit, discharge, waive, hold harmless the Stable, Palmetto Bluff Investments, LLC, CLT Development Corporation, New Riverside, LLC, Palmetto Bluff Uplands, LLC, Headwaters Development, L.P., Palmetto Bluff Lodge, LLC, Palmetto Bluff Golf Club, LLC, Palmetto Bluff Development, LLC, Palmetto Bluff Club, LLC, Palmetto Bluff Operations, LLC, May River Forest, LLC, May River Outfitters, Inc., Palmetto Bluff Outfitters, Inc, PBLH, LLC, Montage Hotels & Resorts LLC, and each of their respective parent companies, subsidiaries, agents, servants,

officers, directors, shareholders, lenders, members, managers, employees, sureties, successors and assigns, and all other related persons, firms, corporations, and associations or partnerships, whether herein named or referred to ("Releasees") from and covenant not to sue the Releasees for any and all liabilities, claims, demands or causes of action whatsoever, including all costs, medical expenses and attorneys' fees associated therewith, that the Rider may have by reason of any Activities, including, but not limited to, any claims or losses arising by reason of the Releasees' negligence, or any hidden, latent, or obvious conditions at or on the Property or in any equipment or Horses used whether or not supplied or inspected by Releasees.

- b. Agree to indemnify, hold harmless and defend the Releasees from any and all losses, liabilities, claims, damage, actions, suits, expenses, or costs, including attorneys' fees, that Releasees might incur arising directly or indirectly out of the Activities, in connection with this agreement.
- c. Acknowledge that this agreement shall include ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, and any other damage or injuries, known or unknown, regardless of the severity of the injuries and damages, except that which is the direct result of gross negligence or willful misconduct by Releasees.

Initials of Rider: _____ Initials of Adult for Minor Rider (if applicable): _____

6. Enforceable Agreement

Rider acknowledges that this agreement is intended to be as broad and as inclusive as permitted by the law of the state of South Carolina. It is explicitly intended by me that this agreement will be construed and enforced as a waiver of liability and release agreement. In addition, I have executed this agreement with the explicit intent to be bound by its terms. This agreement shall remain in full force and effect during any period and periods of involvement by Rider in any Activities on the Property. If any portion of this agreement is held invalid, it is agreed that the balance of the agreement shall continue in full legal force and effect.

I acknowledge that no oral representations, statements or inducements apart from the foregoing written agreement have been made by or on behalf of the Releasees.

7. WAIVER OF JURY TRIAL

THE PARTIES HERETO AGREE TO WAIVE THE RIGHT TO REQUEST OR DEMAND A JURY TRIAL IN CONNECTION WITH ANY DISPUTE UNDER THIS AGREEMENT, AS TO ANY CLAIM OF ANY KIND RELATING TO ANY ACTIVITY RELATED TO THIS AGREEMENT.

9. SOUTH CAROLINA LAW

UNDER SOUTH CAROLINA LAW, AN EQUINE ACTIVITY SPONSOR OR AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT RESULTING FROM AN INHERENT RISK OF EQUINE ACTIVITY, AND NO PARTICIPANT OR PARTICIPANT'S REPRESENTATIVE MAY MAKE A CLAIM AGAINST, MAINTAIN AN ACTION AGAINST, OR RECOVER FROM AN EQUINE ACTIVITY SPONSOR, OR AN EQUINE PROFESSIONAL, FOR INJURY, LOSS, DAMAGE, OR DEATH OF THE PARTICIPANT RESULTING FROM AN INHERENT RISK OF EQUINE ACTIVITY. SECTION 47-9-720, SOUTH CAROLINA CODE OF LAWS, 1976 (AS AMENDED).

All Riders and Parents or Legal Guardians must sign below after reading this entire document:

SIGNER STATEMENT OF AWARENESS

I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, ASSUMPTION OF RISK AND RELEASE AND UNDERSTAND THAT I/WE ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. I/WE FURTHER ATTEST THAT ALL STATED FACTS ARE TRUE AND ACCURATE. I/WE ACKNOWLEDGE THAT I/WE ARE SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY, ARE AWARE OF ITS LEGAL CONSEQUENCES AND INTEND BY MY/OUR SIGNATURE(S) TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

DATE _____

Signature of Rider (Spouses must sign for themselves)

DATE _____

Signature of Parent, Guardian Domestic Partner #1 and/or Spouse #1

DATE _____

Signature of Parent, Guardian Domestic Partner #2 and/or Spouse #2

Address in Full: _____ HO. PHONE # _____

_____ BUS. PHONE # _____