

AGREEMENT AS TO THE TERMS AND CONDITIONS FOR ASSOCIATE MEMBERS  
CHEROKEE FARMS HOMEOWNERS ASSOCIATION, INC. ASSOCIATE  
MEMBER: Name of participant: \_\_\_\_\_

1. Cherokee Three Farms, LLC the owner and operator of The Equestrian Center of Cherokee Farms, its successors and assigns, the individual owners of an Cherokee Three Farms, LLC, and family members designated by said owners, lessees of the facilities at The Equestrian Center of Cherokee Farms for equestrian purposes, and individuals utilizing the facilities of The Equestrian Center of Cherokee Farms for equestrian purposes shall be Associate Members of Cherokee Farms Homeowners Association, Inc. (CFHOA), subject to terms and conditions established by the CFHOA Board of Directors, as set forth herein, for the sole purpose of using for equestrian purposes the riding trails within the Common Property referred to as the Natural Open Space & Recreation Area and the Equestrian Easement Areas of Cherokee Farms as shown on the final plat of Cherokee Farms, dated April 30, 2007, and recorded in Plat Book D219, Page 2, Office of the York County Clerk of Court.

2. The Associate Member shall have no rights to any other use of the above described Common Property of CFHOA.

**3. The Associate Member and the Associate Member's parents or legal custodian shall have no other rights or obligations under any bylaws or restrictive covenants of Cherokee Farms or Cherokee Farms Homeowners Association Covenants and shall have no voting rights with regard to the CFHOA.**

4. The Associate Member and the Associate Member's parents or legal custodian by execution of this Agreement acknowledge and agree to his/her status as Associate Member of CFHOA.

5. The riding trails shall only be used by the Associate Member from two hours after sunrise to one hour before sunset.

6. The Associate Member shall not stray from riding trails.

7. The Associate Member shall not deposit rubbish, trash or other debris on the riding trails.

8. The Associate Member shall at all times conduct his/her riding activities on the riding trails in a safe manner.

9. The Associate Member shall not engage in loud or boisterous conduct while using the riding trails.

10. The Associate Member's use of the riding trails shall be subject to priority of use by owner members of CFHOA.

11. There shall be no CFHOA initiation fees or membership fees for the Associate Member.

12. In consideration of the Associate Member's use of the riding trails, the Associate Member and the Associate Member's parents or legal custodian hereby agree to the following Release, Indemnification and Hold Harmless Agreement in favor of CFHOA:

a. The Associate Member and his/her parents or legal custodian, (the Releasers) do hereby, jointly and severally, release, acquit and forever discharge CFHOA, its successors and assigns, from any and all manner or cause or action, suits, debts, accounts, claim for damages, claim for personal injury, claim for death, claim for attorney's fees, expert witness' fees and legal costs and expenses, claim for loss of service, grievances, subrogation, lien and any and all other claims or demands, whether in law or equity, the Releasers hereafter have, or his/her heirs, successors, assigns and personal representatives or any one or all of them hereafter can, shall or may have, for or by reason of any cause, matter or thing whatsoever arising in any way out of, or connected with, the Associate Member's use of the riding trails referred to above.

b. The Associate Member and the Associate Member's parents or legal custodian hereby, jointly and severally, agree to defend, indemnify and hold CFHOA harmless from and against all claims, liabilities, demands, actions, suits, personal injury, death, losses and causes of action, damages, attorney's fees, expert witness fees, costs and expenses of every kind or nature by or on behalf of any person or entity arising out of or in connection with any use of the riding trails by the Associate Member.

13. The Associate Member may resign as an Associate Member at any time, at which time the Associate Member's right to use of the riding trails shall immediately cease and terminate.

14. The Associate Member's membership may be terminated by CFHOA for failure to comply with the above terms and conditions or other terms, conditions, rules and regulations for use of, and conduct while upon, the riding trails as may be hereafter provided for by the CFHOA, or for such other reason as CFHOA determines in its sole discretion to be in the best interests of CFHOA.

15. In consideration for Associate Member being granted use of the riding trails in Cherokee Farms by CFHOA as an Associate Member, the Associate Member and the Associate member's parents or legal custodian agree to the above terms and conditions, and that the following warning is a part of this agreement.

**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 Name \_\_\_\_\_

Participants Date of Birth \_\_\_\_\_

Participants signature \_\_\_\_\_

Parents/Guardian name (if under 18 years old) \_\_\_\_\_

Parent/Guardian Signaure \_\_\_\_\_ Date \_\_\_\_\_

