

**Estate Planning for Landowners**  
**By: Kenneth B. Wingate**  
**(803) 256-2233 / [kbw@swblaw.com](mailto:kbw@swblaw.com)**  
**Certified Specialist in Estate Planning and Probate Law**

1. Overview of Estate and Gift Tax Laws
  - a. What is your “estate”?
  - b. Determining fair market value – appraisals?
  - c. Marital/charitable gifts and bequests are exempt
  - d. Gift tax:
    - (i) \$14,000 annual exclusion
    - (ii) \$5,490,000 lifetime exemption, but carry-over basis; 40% rate
  - e. Estate tax:
    - (i) \$5,490,000 exemption per spouse, with stepped-up basis; 40% rate
2. Estate Planning – General
  - a. Using both spouse’s exemptions
    - (i) use of credit shelter trust
    - (ii) “deceased spouse’s unused exemption”
  - b. Planning for Liquidity
    - (i) sale of property or timber (stepped-up basis)
    - (ii) mortgage on property
    - (iii) IRS payment plan – Section 6166
    - (iv) life insurance
  - c. Planning for Incapacity
    - (i) durable power of attorney
    - (ii) health care power of attorney/living will
3. Estate Planning – Landowners
  - a. “special use” valuation
  - b. conservation easements (50% of AGI; 15 year carryover)
  - c. family limited partnerships/LLC’s (valuation discounts may apply)
  - d. trusts to avoid probate fees, maintain privacy and provide management
4. Liability protection
  - a. posted/no trespassing signs
  - b. liability insurance

- South Carolina Forestry Association ([www.scforestry.org](http://www.scforestry.org))
- National Rifle Association ([www.mynrainsurance.com](http://www.mynrainsurance.com))
- American Hunting Lease Association ([www.ahuntinglease.org](http://www.ahuntinglease.org))
- Forest Landowners Association ([www.locktonaffinity.com](http://www.locktonaffinity.com))
- QDMA ([www.outdoorund.com](http://www.outdoorund.com))

c. workers compensation insurance

d. waivers of liability for permitted users

5. Conclusion: Plan Now!

**Waiver/Release**  
**HUNT CLUB WAIVER AND RELEASE OF LIABILITY**  
**READ BEFORE SIGNING**

In consideration of being allowed to participate in any way in \_\_\_\_\_  
Legal Name of Your Hunt Club  
events and activities, the undersigned acknowledges, appreciates, and agrees that:

- 1) The risk of injury from hunting, shooting and other known and unknown events and activities and/or the use of the related buildings, structures, equipment, automobiles, firearms, weapons, ATV's, boats, tree stands, roads, bodies of water, land and all other real and personal property whether owned by hunt club or others is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
- 2) I acknowledge and agree that the use of firearms and other weapons by myself or others on club premises or otherwise are inherently dangerous and high risk activities whether such firearms or weapons are discharged by myself or others; and
- 3) 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; and,
- 4) I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
- 5) I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, **HEREBY RELEASE AND HOLD HARMLESS** \_\_\_\_\_ (Legal Name of your hunt club) its officers, directors, officials, agents, employees, volunteers, members, guests, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of real property and personal property used to conduct the events and activities ("RELEASEES"), **WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW.**

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

\_\_\_\_\_  
Participant' Name

\_\_\_\_\_  
Date Signed: \_\_\_\_\_

\_\_\_\_\_  
Participant's Signature

**FOR PARTICIPANTS OF MINORITY AGE**  
**(UNDER AGE 18 AT THE TIME OF PARTICIPATION)**

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these events and activities and/or the use of related real and personal property as provided above, **EVEN IF ARISING FROM THEIR NEGLIGENCE.**

\_\_\_\_\_  
Name of Parent/Guardian

\_\_\_\_\_  
Date Signed: \_\_\_\_\_

\_\_\_\_\_  
Parent/Guardian Signature

Emergency Phone Number: (       ) \_\_\_\_\_