



RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS. BY SIGNING THIS AGREEMENT, YOU (AND YOUR CHILD) ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE FOR ANY REASON INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF THE TRAINER, THE STABLE, ITS OWNERS, EMPLOYEES AND AGENTS.

I, _____ (and my minor child) _____ (hereinafter the "Undersigned") reside at (Street Address) _____ (City) _____

(State, Zip) _____. In consideration for allowing me (or my minor child) to handle and ride a horse and on behalf of myself, my child or our personal representatives, heirs, next-of-kin, spouses and assigns, THE UNDERSIGNED HEREBY:

- 1. WARNING UNDER GEORGIA LAW, AN EQUINE ACTIVITY SPONSOR OR EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES, PURSUANT TO CHAPTER 12 OF TITLE 4 OF THE OFFICIAL CODE OF GEORGIA ANNOTATED.**
- Acknowledges that a horse or pony may, without warning or any apparent cause, buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump, step on a person's feet, push or shove a person, saddles or bridles may loosen or break – all of while may cause the rider to fall or be jolted resulting in serious injury or death to the Undersigned or any person within close proximity to a horse.
- 3. ACKNOWLEDGE THAT HORSEBACK RIDING, THE HANDLING OF A HORSE OR BEING IN CLOSE PROXIMITY TO A HORSE IS AN INHERENTLY DANGEROUS ACTIVITY AND INVOLVES RISKS THAT MAY CAUSE SERIOUS INJURY AND IN SOME CASES DEATH** because of the unpredictable nature and irrational behavior of horses, regardless of their training or past performance.
- Voluntarily assume the risk and danger of injury or death inherent in the handling or riding of the horse or being in close proximity to a horse or on the premises of the stable or the failure to wear a protective helmet when riding a horse, and use of saddles, bridles, equipment and gear provided to me by Golden Isles Riding Academy, LLC.
- 5. RELEASE, DISCHARGE AND PROMISE NOT TO SUE** Golden Isles Riding Academy, LLC. for any loss, damage, injury (including death) or cost to me or my child's arising out of the handling or riding of a horse or being in close proximity to a horse or on the premises of the stable or the failure when riding a horse, and use of saddles, bridles, equipment and gear provided by Golden Isles Riding Academy, LLC.
- Release Golden Isles Riding Academy, LLC. from any claim that Golden Isles Riding Academy, LLC. was negligent in connection with my or my child's riding a horse including but not limited to training or selecting horses, maintenance, care fit or adjustment of saddles or bridles, instruction of riding skills or leading and supervising riders or the use of any equipment provided by Golden Isles Riding Academy, LLC. or being on the premises of the stable, which resulted in loss, damage, injury or death.
- 7. INDEMNIFY, AND SAVE AND HOLD HARMLESS** Golden Isles Riding Academy, LLC. from and against any loss, liability, damage or cost that may incur arising out of or in any way connected with either my or my child's handling or riding the horse or being in close proximity to a horse or on the premises of the stable or the failure to wear a protective helmet when riding a horse and/or use of saddles, bridles, equipment and gear provided therewith from or contributed to by my or my child's own negligence.
- Agree to abide by and follow any instructions given or rules established by Golden Isles Riding Academy, LLC. or any of its employees with regard to my or my child's riding or handling of the horse or being in close proximity to a horse or on the premises of the stable or the failure to wear a protective helmet when riding a horse or any saddles, bridles, equipment and gear provided therewith.
- Acknowledge that this document is a contract and agree that if a lawsuit is filed against the Stable or its owners, agents, employee guides or wranglers for any injury or damage in breach of this contract, the Undersigned will pay all attorney's fees and cost incurred by the Stable in defending such action.
- IT IS RECOMMENDED THAT I, MY CHILD, AND ALL RIDERS WEAR A PROTECTIVE HELMET. IT IS MY UNDERSTANDING THAT A PROTECTIVE HELMET IS AVAILABLE AND HAS BEEN OFFERED FOR MY OWN OR MY CHILD'S SAFETY. I (AND FOR MY CHILD) DECLINE TO WEAR A HELMET (PLEASE INITIAL HERE):

I have read this document. I understand it is a promise not to sue and to release and indemnify the Trainer, the Stable, its owners, employees and agents for all claims. I have made a free and deliberate choice to sign the Release and Waiver as a condition to Golden Isles Riding Academy, LLC. allowing me or my child to ride or handle a horse. I have concluded that the risks involved and The Release and Waiver of Liability is worth the pleasure of the horseback riding experience and acknowledges that the same is valuable consideration for this Release and Waiver of Liability.

DATE _____ SIGNATURE _____

PRINTED NAME _____