

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.

RIDING, PARTICIPATING IN ACTIVITIES IN AND AROUND, AND HANDLING HORSES (*EQUINE ACTIVITIES*) HAVE INHERENT RISKS. IF YOU CHOOSE, OR YOUR LEGAL GUARDIAN CHOOSES ON YOUR BEHALF FOR YOU, TO BE AROUND HORSES AND/OR RIDE HORSES, AND YOU ARE HURT OR KILLED, THEN IT IS YOUR OR YOUR GUARDIAN'S FAULT BECAUSE YOU OR THEY ACCEPTED THE INHERENT RISK OF BEING AROUND HORSES. IT SHALL NOT BE THE FAULT OF HORSES FROM THE GROUND UP, REPRESENTATIVES, AGENTS, EMPLOYEES, THE LANDOWNERS OF LANDS THAT HORSE RIDING OR ACTIVITIES ARE BEING PERFORMED ON, OR ANYONE ELSE.

Horses are unpredictable and powerful animals and are sensitive to actions, loud noises, and other unpredictable causes. All horse activity participants are required to read and sign a "RELEASE OF LIABILITY" contract before any horse activity takes place. You must also listen carefully to any and all instructions that you are given. However, despite all instructions, you can still get hurt. Furthermore, you must also understand that no matter how experienced you are with horses, accidents still happen.

Horses From The Ground Up reserves the right to refuse business to anyone, remove a person from the premises, or remove a person from a horse who is inciting negligence, being unsafe, acting in ways that could cause an accident to oneself or others, or acting suspicious in anyway toward intent to circumventing a release of liability for personal gain and profit and against Georgia Law, Chapter 12 of Title 4 of the official code of Georgia.

BARN RULES

1. All participants shall have signed the Release form provided by Horses From The Ground Up.
1. No smoking is allowed in the barn or around this facility.
2. Proper riding helmets shall be worn by all children under the age of 18. It is legal guardian's responsibility to provide helmet.
3. Proper closed toe shoes with heels shall be worn by all people riding.
4. No running, screaming, inappropriate behavior or unsupervised children shall be permitted.
5. No equine activities shall be permitted without the knowledge of the Owners / Operators of Horses From The Ground Up.
6. No alcoholic beverages shall be permitted while participating in equine activities at Horses From The Ground Up.
7. All gates, fences, and doors will be kept properly latched.
8. No treats or food of any kind are to be offered to horses without permission and supervision of Instructor from Horses From The Ground Up.

I have read the above written rules and I will comply with them and make sure that my minor children will comply with them.

Signature

Date

Signature

Date

Horses From The Ground Up:

I _____ have read this letter, understand, and agree to the content; and, have explained these things to all children under the age of 18 that are under my care.

Print names of minors under age 18 in your care.

(Signature of Parents/Riders)

(Signature of Parents/Riders)

RELEASE OF LIABILITY

Equine Activities [State of Georgia – Chapter 12 of Title 4]

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WITNESS THIS AGREEMENT this _____ day of _____, 200____, by and between HORSES FROM THE GROUND UP, hereinafter referred to as **SPONSOR** and _____, hereinafter referred to as **RIDER**. A Rider under the age of 18, hereinafter will be referred to as a **MINOR**. For consideration received, and in return for the use, today and on all future dates, of the property, facilities and services of Sponsor, the Rider, the Rider's heirs, any Rider assignees, and all Rider representatives, hereby agree as follows:

1. **Inherent Risks and Assumption of Risk.** The undersigned acknowledges there are serious inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, spooking, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals or objects; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to the injury of the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability.

Rider acknowledges that horses, by their very nature are unpredictable and subject to animal whim. Rider assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising therefrom. Rider agrees to abide by and follow Sponsor's instructions, rules, and regulations which, shall be posted and/or available from time to time, or verbal. Rider further acknowledges that the behavior of any animal is contingent to some extent upon the handling ability of Rider. Rider assumes all risks therefore and warrants a full and fair disclosure of Rider's abilities has been made to Sponsor. Such disclosure will be noted on this release of liability.

Rider expressly releases Sponsor, Sponsor's representatives, agents, employees, and Landowners, of lands that equine activities are being performed on, from any and all claims for personal injury or property damage, even if caused by negligence by Sponsor or Sponsor's representatives, agents or employees.

2. **Indemnity.** Rider agrees to hold harmless, indemnify and defend Sponsor, Sponsor's assignees, and Sponsor's representatives against, and hold harmless from, any and all claims, demands, causes of action, damages, judgments, orders, costs or expenses, including attorney's fees, whether actually incurred or not, which may in any way arise from or be in any way connected with Rider's use of or presence upon the property of Sponsor, Sponsor's assignees, Sponsor's representatives, and the facilities located thereon.

3. **Private Horse.** In the event Rider is using Rider's own horse, or a horse(s) not owned by Sponsor, Rider warrants said horse(s) shall be free from infection, contagious or transmittable diseases. Sponsor reserves the right to refuse access or use of any horse upon the premises that does not appear to Sponsor to be in good health, or is deemed dangerous or undesirable.

4. **Claim.** Any action brought under this agreement shall be brought within sixty (60) days of the incident or accident giving rise to said claim. Rider agrees that damages shall be limited to \$250 for property damage, actual expenses incurred, and a maximum of \$1,000 for damages such as pain and suffering.

5. **Waiver.** Rider agrees to waive the protection of any applicable statutes in this jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing said release.

6. **Adult Consent.** If Rider is a Minor, an adult of age 18 or older representing himself/herself as the lawful Legal Guardian or supervising adult, whether that person is legally the guardian or not, shall give consent, accept full responsibility, agree likewise to this agreement, and disclose riding ability for the Minor. Minor is required to wear a protective helmet suitable for bike or horse riding at all times.

x _____
Rider (Print Names of all Riders, including Minors)

x _____
Legal Guardian of Minor (Print Name if not printed above)

x _____
Rider (Signatures or Legal Guardian's Signature)