

GEORGIA FRONTIERS

RELEASE OF LIABILITY AND ACKNOWLEDGMENT OF RISK— LEASE/RENTAL OF HORSE

(Please Print)

Date: _____

ONLY ONE RIDER PER HORSE – NO RIDERS UNDER 9 YEARS OLD PERMITTED

Name of Participant/Lessee: _____ Age: _____

Telephone: _____ Email: _____

Address of Participant/Lessee: _____

City, State, Zip: _____

Describe Previous Riding Experience: _____

List Any Physical or Mental Impairment: _____ None: _____

Name of Equine subject to this Agreement (called the "HORSE"): _____

Every Participant in Equine Activities (called the "ACTIVITY") with the HORSE shall carefully read this Notice before signing.

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

To: GEORGIA FRONTIERS and the Owner(s) of the "HORSE", their directors, officers, employees, representatives, agents, officials, business operators, equine owners(s), instructors, and site property owners (all of them hereinafter collectively called "Georgia Frontiers").

I am aware and understand that there are inherent DANGERS, HAZARDS, and RISKS (collectively called "RISKS") associated with Equine Activities. I acknowledge that these Inherent RISKS of Equine Activities mean those DANGEROUS conditions which are an integral part of Equine Activities, including but not limited to:

1. the propensity of any equine to behave in ways that may result in injury, harm or death to persons on or around them and/or damage to property in their vicinity;
2. the unpredictability of an equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals;
3. the equine's response to certain hazards such as surface and subsurface objects;
4. collisions with other equines, animals, people, and objects;
5. the potential of any participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the equine or to act within his or her ability.

I understand that injuries resulting from such RISKS are a common and ordinary occurrence associated with Equine Activities. I freely accept and fully assume all the RISKS and the possibility of personal injury, death, property damage or loss from being a Participant. I acknowledge that it remains my sole responsibility to act in such a manner as to be responsible for my own safety and to participate within my own limits.

In consideration of GEORGIA FRONTIERS permitting my participation in the ACTIVITY with the HORSE, I, together with my heirs, executors, administrators and assigns (collectively called LEGAL REPRESENTATIVES) agree as follows:

1. To waive all claims that I may have against GEORGIA FRONTIERS and,
2. To release GEORGIA FRONTIERS from any and all liability for any loss, damages, injury, or expense, including attorney's fees and costs, that I or my LEGAL REPRESENTATIVES may suffer as a result of my participation in the ACTIVITY due to any cause whatsoever; and
3. To hold harmless and indemnify GEORGIA FRONTIERS from any and all liability for any property damage, accident, injury, illness or death to the Participant or to any third party or to any horse owned by the Undersigned resulting from my participation in the ACTIVITY on the premises of, or the surrounding area of GEORGIA FRONTIERS during the course of its operation due to any alleged negligence of GEORGIA FRONTIERS its owners, agents and employees; and
4. To the best of my ability to prevent and avoid the custody or control of the HORSE by other persons(s), and to refuse any other person(s) to use or have access to the HORSE for the purpose of participating in the ACTIVITY.
5. To grant GEORGIA FRONTIERS, its representatives and employees the right to take photographs of me and my property in connection with the ACTIVITY. I authorize GEORGIA FRONTIERS, its assignees and transferees to copyright, use and publish the same in print and/or electronically. I agree GEORGIA FRONTIERS may use such photographs of me with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content.

Before I signed this Release and Acknowledgment, I read it and I state that I understand it. I am aware that by signing this Release and Acknowledgment, I am waiving certain legal rights which I might have against the Owner(s) of the HORSE, GEORGIA FRONTIERS its owners, agents or employees, or, if I die, by signing this Release and Acknowledgment, I am waiving certain rights that my LEGAL REPRESENTATIVES may have against the Owner(s) of the HORSE, GEORGIA FRONTIERS its owners, agents or employees.

SIGNED this _____ day of _____

Signature of Participant

Or if the Participant is a minor (under 18 years of age at date of signing)

I am the legal guardian of the Participant named herein and am executing this Release and Acknowledgment on behalf of the Participant in my capacity as guardian and with the intent that this Release and Acknowledgment be binding on the minor Participant for all legal purposes. Before I signed this Release and Acknowledgment, I read it and I state that I understand it. I am aware that by signing this Release and Acknowledgment, I am waiving certain legal rights which I might have against GEORGIA FRONTIERS and which the minor Participant has against GEORGIA FRONTIERS. In the event of my death or the death of the minor Participant, by signing this Release and Acknowledgment, I am waiving all legal rights which my LEGAL REPRESENTATIVES or the LEGAL REPRESENTATIVES of the minor Participant may have against the Owner(s) of the HORSE, GEORGIA FRONTIERS its owners, agents or employees.

SIGNED this _____ day of _____

Signature of Guardian of Minor Participant

- The wearing of a **RIDING HELMET IS STRONGLY ENCOURAGED** especially for individuals under the age of 18 years.

I **ACCEPT** ___ the use of a riding helmet

I **DECLINE** ___ the use of a riding helmet Signature: _____

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