

# Release of Liability Contract

This release of liability is made and entered on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between SouthWinds Farm, hereinafter designated Manager, and \_\_\_\_\_, hereinafter designated Rider; and if Rider is a minor, Rider's parent or guardian, \_\_\_\_\_. In return for the use, today and on all future dates of the property, facilities, and services of the Manager, the rider, his heirs, assigns, and legal representatives, hereby expressly agree to the following:

It is the responsibility of the Rider to carry full and complete insurance coverage on his horse, personal property, and himself. Riders agree to assume any and all risks involved in or arising from the Rider's use of or presence upon Manager's property and facilities including without limitation but not limited to, risks of death, bodily injury, property damage, falls, kicks, bites, collision with vehicles, horses, or stationary objects, fire or explosion, the unavailability of emergency medical care, or the negligence or deliberate act of another person. Rider agrees to hold Manager and all of its successors, assigns, subsidiaries, franchise, affiliates, officers, directors, employees, and agents, completely harmless and not liable and release them from all liability whatsoever and agrees not to sue them on the account of or in connection with any claims, causes of action, injuries, damages, costs or expense arising out of the Rider's use of or presence upon Manager's property and facilities, including without limitation, those based in death, bodily injury, property damage, including consequential damages, except if the damages are caused the direct, willful, and wanton negligence of the Manager.

Rider agrees to wave the protection afforded by any statute or law in any jurisdiction (i.e., Calif. Civil Code 1542) 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 the release. Rider agrees to indemnify and defend Manager against, and hold harmless from, any and all claims, cause of action, damages, judgments, costs or expenses, including attorneys' fees, which in any way arise from Rider's use of or presence upon the Manager's property and facilities.

Rider agrees to abide by all of Managers rules and regulations. If Rider is using his horse, the horse shall be free from infection, contagious or transmissible disease. Manager reserves the right to refuse his horse if not in proper health or it is deemed dangerous or undesirable.

This contract is a non-assignable and non-transferable and is made and entered into the State of Georgia, and shall be enforced and interpreted under the laws of this state. Should any clause be in conflict with State Law, then that clause is null and void. When the Manager and Rider, or Rider's parent or guardian, if Rider is a minor, sign this contract, it will be binding on both parties, subject to the above terms and conditions.

Kitty D. Turner  
ARICP Certified  
Advanced Instructor

SouthWinds Farm

Jessica Long  
Prelim-Level Rider  
Manager

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 inherent risks or equine pursuant to Chapter 12 of Title 4 of the Official Code of Georgia Annotated.

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Manager's Signature

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Rider's Signature

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Address

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Rider's parent/guardian (if minor)

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City/State/ZIP

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Address

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City/State/ZIP