**EMERALD FARMS/KIVU SPORTHORSES**

**WAIVER, INDEMNITY, AND RELEASE**

This Waiver, Indemnity, and Release is being executed by the undersigned for the benefit of Kivu Sporthorses & Training, LLC (“Kivu”), Emerald Acquisitions 2016, LLC (“Emerald 2016”), and Emerald Acquisitions 2018, LLC (“Emerald 2018”). Kivu, Emerald 2016, and Emerald 2018, together with all of their respective representatives, employees, officers, agents, shareholders, members, insurers, successors, and assigns, may be referred to herein as the “Released Parties.”

RECITALS

1. The undersigned wishes to enter onto the premises known as “Emerald Farms,” located at 4112 Airline Road, McDonough, GA 30252 (the “Property”).
2. The Property includes without limitation (i) the barn, trails, pastures, and other equestrian areas (collectively, the “Equestrian Areas”), and (ii) access to the fish pond, Camp Creek, the South River (collectively, the “Aquatic Areas”).
3. The undersigned may also wish to participate in the equestrian training, utilize the boarding services offered by Kivu, or otherwise traverse the Equestrian Areas.

NOW, THEREFORE, for and in consideration of the foregoing premises, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby acknowledges and covenants as follows:

1. The undersigned acknowledges and agrees that there is no lifeguard on duty and that entering any of the Aquatic Areas poses a risk of physical injury, including death. No visitor under the age of 18 should enter any Aquatic Area without adult supervision.
2. The undersigned hereby acknowledges and agrees that horses (whether owned by Kivu or the undersigned) are unpredictable animals that pose a constant danger to anyone near them (including handlers, riders, and guests). These dangers include, without limitation, the risk of severe physical injury or death.
3. The undersigned further acknowledges and agrees that his or her safety and, if applicable, the safety of his or her horse and property cannot be, and is not, guaranteed while on the Property or when participating in equestrian sports, including lessons, training sessions, hacking out/trail riding, shows, hunting, hill topping, or any interaction with horses and farm property, whether mounted or dismounted. This also includes any off-site riding, lessons, or clinics given under the training of Aubrey Graham of Kivu Sporthorse and Training, LLC.
4. The undersigned acknowledges and agrees that the barn and any horses being boarded are not under 24-hour supervision while under the care of Kivu.
5. The undersigned fully assumes the risks associated with equestrian sports, riding horses on the Property, off property in association with Aubrey Graham, and entering the 4112 Airline Rd Equestrian Areas (whether or not such activity is under the supervision of any Released Party). The undersigned accepts full and complete responsibility for the safety of himself/herself, any guest or observers, his or her horse, and personal property.
6. The undersigned agrees to abide at all times by the Barn Rules attached hereto.
7. The undersigned hereby waives any claims, whether now existing or arising in the future (collectively, the “Released Claims”), against any of the Released Parties, as a result of damage or injury (including death) to the undersigned or his/her property (including his/her horse), from any case whatsoever while on the Property, riding in lessons, or while my horse is in training with Kivu. I further agree to indemnify and hold all the Released Parties harmless against any and all liabilities, losses, damages, costs, or expenses whatsoever, including costs of defending such claims which might arise from the injury or damage to any other person, their property, or animals as a result of my participation in lessons with or the training of my horse by Kivu, or while my horse is in the care of Kivu, or professionals arranged by them, or the agents or employees.
8. The undersigned hereby forever releases and covenants not to sue any of the Released Parties for any Released Claim.
9. The undersigned agrees that the waivers, indemnitees, and releases contained herein shall be binding on my heirs, successors, legal representatives, and assigns and shall inure to the benefit of all the Released Parties.

**GEORGIA EQUINE LIABILITY ACT**

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.

BY SIGNING THIS DOCUMENT, I AGREE THAT I HAVE READ THE ENTIRE DOCUMENT, UNDERSTAND ITS TERMS, AND AGREE TO THEM.

\*Digital signatures are accepted as original.\*

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_

Please Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Emergency Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_