

Equine Activity Participation Agreement, Assumption of Risk & Release

Hawah Life LLC | admin@hawahlife.com

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.

1. Participant information

Participant full name

Date of birth

Address (street, city, state, ZIP)

Phone

Email

Height

Weight (lbs)

☐ The participant is under 18 (a parent or legal guardian must also complete and sign below).

2. Activity and riding experience

Activity (check all that apply)

- ☐ Trail ride ☐ Lessons / instruction ☐ Horse rental / lease ☐ Boarding / handling ☐ Training
☐ Event / show / clinic ☐ Groundwork / stable visit

Riding experience

Discipline / style (if any)

Horse(s) to be used (if known)

3. Emergency contact and medical information

Emergency contact name

Relationship

Emergency phone

Physician / phone (optional)

Allergies, medications, medical conditions, or physical limitations we should know about (write "None" if none)

4

Have you had a head, neck, or back injury, seizures, or a heart condition? _____

☐ Yes ☐ No

Do you have a physician's approval to ride, if you answered "Yes" above? _____

☐ Yes ☐ No ☐ Not applicable

4. Agreement, assumption of risk & release

Georgia Equine Activity Liability Act. Georgia law (O.C.G.A. § 4-12-1 et seq.) recognizes that equine activities carry risks that cannot be eliminated. An equine activity sponsor or equine professional is not liable for an injury to, or the death of, a participant resulting from the *inherent risks* of equine activities. Under the Act, "inherent risks" include:

- a. the propensity of equines to behave in ways that may result in injury, harm, or death to persons on or around them;
- b. the unpredictability of an equine's reaction to sounds, sudden movements, and unfamiliar objects, persons, or other animals;
- c. hazards such as surface and subsurface conditions;
- d. collisions with other equines or objects; and
- e. the potential of a participant to act in a negligent manner that may contribute to injury, such as failing to maintain control over the animal or not acting within his or her ability.

The Act does not limit liability in certain circumstances, including faulty tack or equipment provided by the sponsor or professional, failure to make reasonable efforts to determine the participant's ability to safely manage the equine, a known dangerous latent condition the sponsor failed to disclose, or intentional or willful and wanton disregard for the participant's safety.

Read the full law. The complete text of the Georgia Equine Activity Liability Act (O.C.G.A. §§ 4-12-1 through 4-12-5) is available here:

- Full statute, Chapter 12 of Title 4 (National Agricultural Law Center, PDF): nationalaglawcenter.org/wp-content/uploads/assets/equineactivity/Georgia.pdf
- Definitions, § 4-12-2 (FindLaw): codes.findlaw.com/ga/title-4-animals/ga-code-sect-4-12-2/
- Warning notice requirement, § 4-12-4 (FindLaw): codes.findlaw.com/ga/title-4-animals/ga-code-sect-4-12-4/

These are third-party copies and may not reflect the most recent version; the official Georgia Code is the controlling source.

Participant's acknowledgments and agreement. In consideration of being allowed to take part in equine activities with Hawah Life LLC, I, for myself (and for my minor child or ward, if applicable), agree as follows:

1. I understand horses are large, powerful animals that can act unpredictably, and that riding, handling, and being near horses can result in serious injury or death. I knowingly and voluntarily accept these inherent risks.
2. I have truthfully described my experience and physical condition, and I will tell Hawah Life LLC promptly if anything changes or if I am uncomfortable with any horse, equipment, or activity.

3. I agree to follow all instructions and posted rules, to wear an ASTM/SEI-approved helmet and proper footwear whenever mounted, and to stop any activity I feel is unsafe.
 4. To the fullest extent permitted by Georgia law, I release and agree not to sue Hawah Life LLC, its owners, employees, agents, and landowners for injury, death, or property loss resulting from the inherent risks of equine activities. This release does not waive any claim that Georgia law does not allow to be waived.
 5. I am responsible for any damage I or my minor child cause to property, equipment, or animals through misuse or negligence.
 6. In an emergency, I authorize Hawah Life LLC to obtain emergency medical care and transport for the participant. I accept responsibility for the resulting costs.
 7. If any part of this agreement is found unenforceable, the rest remains in effect. This agreement is governed by Georgia law.
- ☐ I have read the WARNING and the Georgia Equine Activity Liability Act summary above and understand them.
- ☐ I have read this entire agreement, I understand it, and I sign it voluntarily.
- ☐ Optional: I allow Hawah Life LLC to use photos or video of the participant for promotion.

5. Participant signature

Sign here:

Printed name

Date

6. Parent / legal guardian (required if participant is under 18)

I am the parent or legal guardian of the minor named above. I have read and agree to this agreement on the minor's behalf and on my own behalf.

Guardian signature:

Guardian printed name

Date
