



## Event Agreement

- A. **Fee and Deposit:** The fee is \$250 for 2 horses for 2 hours for up to 10 children. Additional child will be \$10/hr and additional horse \$25/hr. A fifty (50%) percent deposit is required to secure pony/horses. Animals shall not be considered reserved until the event agreement is signed and the deposit is received. The remaining balance is due 1 week prior to event date. Should Crosslink Meadows, LLC or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, renter agrees to indemnify and hold them harmless for all such costs and fees.
- B. **Refund Policy: Postponement.** If inclement weather, rain or high winds are forecasted for the time that your event is scheduled, then client has the right to postpone the event. Client may reschedule the event within 60 days of the original event date at no additional cost. If postponement of an event is necessary, Crosslink Meadows, LLC reserves the right to reschedule event date. A pony party may be cancelled without loss in money with sufficient notice given. (48 hours prior to event).
- C. **Cancellation.** If a reservation is cancelled after 48 hours prior to the event, the deposit will be refunded less a fee not to exceed 25% of the total contract price. A pony party may be cancelled without loss in money with sufficient notice given to Crosslink Meadows, LLC (48 hours prior to event).
- D. **Overtime:** Crosslink Meadows, LLC events are 2 hours for the above stated price at the ranch. Any time over this is \$50 for each additional 1 hour.
- E. **Damages:** Acts of God may prevent us from providing the contracted attraction. Should your event be affected by such an incident, Crosslink Meadows, LLC reserves the right to substitute an item of equal or greater value. If an item cannot be substituted, a full refund shall be made of all moneys received and Crosslink Meadows, LLC shall not be held liable for further loss.
- F. **Release/Waiver/Hold Harmless and Acknowledgment of Risk:** The undersigned understands and acknowledges that play on a pony or horse entails both known and unknown risks including, but not limited to, physical injury from falling, slipping, crashing or colliding, etc., to any participant. Furthermore, the undersigned acknowledges that such risks simply cannot be eliminated in their entirety. I, \_\_\_\_\_, hereby voluntarily and expressly release, indemnify, forever discharge and hold harmless Crosslink Meadows, LLC from any and all liability, claims, demands, causes or rights of action whether personal to me or to a third party, which are in any way connected with participation in this activity, including those allegedly attributable to negligent acts or omissions.

- G. **A set of Safety Rules** may be displayed but are reviewed at the beginning of each party and are included **below** which the undersigned agrees to follow and utilize at all times. All children or individuals should follow safety rules. Balloons, noise makers and items that will spook the pony/horses **should not be brought up to the animals. All ponies/horses utilized are very gentle. Party music, balloons, banners, and noise makers should be kept at a reasonable distance and will not bother the animals.** Children should not wave or hit ponies with hats, ropes, or balloons at any time; this may spook the ponies. Fireworks of any kind should not be used. Parents and guardians are responsible for their children and should not allow children (or adults) to go behind or underneath the pony/horses and should not allow them to approach the pony/horses unless accompanied by a Crosslink Meadows, LLC representative.
- H. **Permits/Licenses:** This contract does not include the cost of acquiring any permits or licenses required for the particular event location where the equipment will be set up. The renter shall assume all responsibility and costs of acquiring any such permits or licenses.
- I. **OSHA:** Client understands Georgia and Federal OSHA laws and complies with all requirements of OSHA at the location. Choice of Law: The laws of the State of Georgia govern this agreement. In the event that the undersigned or any of their participants file a lawsuit against Crosslink Meadows, LLC or any representative it is agreed to do so solely in the State of Georgia.
- J. Parents should ensure that children wash their hands after riding and petting the ponies. Parents should ensure that children do not eat until their hands are washed.
- K. Crosslink Meadows, LLC shall **not permit alcoholic beverages** on its premises or in the area surrounding the facility. **SMOKING IS NOT PERMITTED ANYWHERE ON THE PREMISES.**
- L. Severability: If any section of this agreement is held to be invalid by a court of competent jurisdiction, the invalidity does not affect other sections of the agreement that can be given effect without the invalid section, and to this end the agreement is severable.

**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 OR EQUINE ACTIVITIES, PURSUANT TO CHAPTER 12 OF TITLE 4 OF THE OFFICIAL CODE OF GEORGIA ANNOTATED.**

**I acknowledge that I have read and reviewed the foregoing Crosslink Meadows, LLC Agreement and Acknowledgement of Risks and I agree to be bound by the same.**

**Printed Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Parents please familiarize yourselves with this prior to arriving for the birthday party.**

### **SAFETY RULES**

- 1. Do not go behind the pony/horses. (*Gentle as kittens, but they're ponies.*)**
- 2. No yelling, screaming, or horseplay around the ponies/horses.**
- 3. No noise makers (balloons, poppers, fireworks, etc...) around the pony/horses.**
- 4. Do not approach/ride the pony/horses unless accompanied by an M&R Ranch – Performance Horses of Georgia Representative.**
- 5. Think safety at all times.**
- 6. Not responsible for accidents/injury.**
- 7. Ensure children are attended at all times.**
- 8. No spooking the ponies/horses. No hitting ponies with hats, ropes, balloons, etc...**
- 9. Do not feed the ponies/horses unless accompanied by an It's A Pony Party Representative.**
- 10. All children should wash their hands after riding and after playing with the ponies. Do not eat or drink while petting or riding the ponies.**

**THANK YOU.**

**Crosslink Meadows, LLC**