

A Racing Heart Stables LLC.

EQUINE LIABILITY / ACTIVITY RELEASE

This agreement and release, made and entered into this _____ day of _____ by and between A Racing Heart Stables, LLC., Braselton, Georgia, hereinafter referred to as "Stable," and _____ (Instructor Name), hereinafter referred to as "Riding Instructor," and the undersigned Rider and/or Parent or Guardian.

IT IS HEREBY AGREED TO AS FOLLOWS:

I, the undersigned, do for myself or on behalf of my child or legal ward, hereby voluntarily request to participate in riding instruction as a student at the Stable, and agree that I or my child or ward will either use his or her own horse, or school horses provided by the Stable or Riding Instructor for instructional purposes.

I, the undersigned student, or parent or guardian, as may be appropriate, understand the following:

- 1). That horses are unpredictable by nature;
- 2). That when frightened or angry or under stress, a horse's natural instincts are to jump forward or sideways to run away from danger at a trot or gallop, to kick, to buck, to rear up in front, or to bite;
- 3). That horses are extremely powerful; and
- 4). That if a rider falls to the ground, the fall distance will be generally from 3 1/2 to 5 1/2 feet.

I understand that the above list of risks and dangers is not, and does not purport to be, an exhaustive list of all risks and dangers associated with equine activities, and I understand that there may be other such risks not specifically enumerated herein. Having acknowledged the foregoing, I fully understand and voluntarily assume all such risks and dangers.

I, the undersigned student and/or parent or guardian, further understand that upon mounting the horse and taking up the reins, the student is in primary control of the horse, and that neither Stable nor Riding Instructor can be responsible for the results of the student's actions or inactions. The student further agrees to not abuse, misuse or deliberately agitate the horses, because such conduct may result in increased risk to student and others.

LIABILITY RELEASE:

I understand that except in the event of Stable's or Riding Instructor's wanton and willful negligence, I am responsible for death, bodily injury, or property damage which I or my child or Legal ward should sustain anywhere on Stable's premises, whether on trails, while riding a horse, or in transit to or from horse shows, trail rides or similar expeditions, and for any time I or my child or legal ward may lose from employment, school, or other activity, and for medical expenses or any other expenses incurred because of such death, bodily injury or property damage. I hereby, for myself, my spouse, heirs, executors, administrators, and assigns, fully and completely release and discharge Riding Instructor and Stable, its owners, operators, sponsors, employees, servants, agents, officers and all other participants, of and from any and all claims, demands, actions, and causes of action of any kind or character for death or any injuries sustained to my person or property, or that of my child or legal charge.

I understand that should medical emergency treatment be required, the current insurance information been listed will be provided to the attending clinic or hospital to cover future payment of incurred bills.

Insurance Co: _____ Policy # _____

I acknowledge that This Stable and has offered the use of a riding helmet in conjunction with the riding of their horse today and for any future rides, and I understand that wearing such riding helmet while mounting, riding, dismounting, and otherwise being around horses, may prevent or reduce severity of some head injuries as the result of a fall or other occurrence. It is understood that the riding helmet provided by Stable and Riding Instructor may not be of perfect fit and that, once I have been provided the helmet, I will be responsible for securing the helmet on my head at all times. I having read and understood the above- stated offer of the use of a riding helmet make the following decision by placing my initials below in the box before the statement which describes my choice to wear, or not wear, a riding helmet. **RIDERS UNDER 18 MUST WEAR A HELMET!**

_____ Protective Riding Helmet Acceptance: I request to wear the protective riding helmet which This Stable provides at all times when I am mounting, riding, dismounting, or otherwise around horses.

_____ Protective Riding Helmet Refusal: I refuse to wear the protective riding helmet offered by This Stable, and I full responsibility for my safety in this decision.

If I choose not to wear a riding helmet, I further acknowledge that I know and understand the risks involved in choosing not to wear a riding helmet on the ride today and for any future rides. Having acknowledged and accepted said risks, I hereby release Stable, Riding Instructor, their heirs, assigns, agents and employees, and agree to hold them harmless for any and all liabilities, claims, damages, actions and causes of action whatsoever, for death, or injury to person or property, which This Stable or those others released hereby may be charged with in connection, directly or indirectly, with the riding or using of your horses while not wearing the riding helmet offered for use in connection therewith.

I, THE UNDERSIGNED, CERTIFY THAT I AM OF LEGAL AGE AND SOUND MIND AND AM NOT UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS, AND THAT I UNDERSTAND THE FOREGOING AGREEMENT AND RELEASE. I CERTIFY THAT I HAVE EITHER READ, BEEN GIVEN THE OPPORTUNITY TO READ, OR HAD SOMEONE READ TO ME, THE FOREGOING RELEASE IN ITS ENTIRETY, AND I HAVE EXECUTED IT FREELY AND VOLUNTARILY, OF MY OWN FREE WILL AND CHOICE, WITHOUT ANY INFLUENCE OR DURESS FROM ANY OTHER PARTY.

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.

SIGNATURES:

RIDER: _____

DATE OF BIRTH: _____ **AGE** _____

PARENT(S) OR GUARDIAN(S) if Rider is under 18: _____

RIDER OR PARENTS CELL PHONE # _____

RIDER OR PARENTS E-MAIL ADDRESS: _____

DATE: _____

UNOFFICIAL WITNESS: _____