

# Pine Haven Stables

## WAIVER AND RELEASE OF LIABILITY

### ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

For and in consideration of Pine Haven Stables (PHS) allowing me, the undersigned, to participate in any capacity (including as a rider, driver, handler, lessee, owner, or volunteer) in equine events or activities, including but not limited to lessons, practices, shows, and related or incidental activities. I, for myself, and on behalf of my spouse, children, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Agreement (the "Agreement"):

- A. **ACKNOWLEDGMENT OF RISK:** I knowingly, willingly, and voluntarily acknowledge the inherent risks associated with the sport of equestrian and know that horseback riding and related equestrian activities are inherently dangerous and that participation in activities involves risks and dangers including, without limitation, the potential for serious bodily injury, sickness and disease, trauma, pain & suffering, permanent disability, paralysis and death; loss of or damage to personal property (including my mount & equipment) arising out of the unpredictable behavior of horses; exposure to extreme conditions and circumstances; accidents involving other participants, staff, or spectators; contact or collision with other participants and horses, natural or manmade objects; adverse weather conditions; facilities issues and premises conditions; failure of protective equipment (including helmets); inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the staff; and other undefined, not readily foreseeable and presently unknown risks and dangers ("Risks").
- B. **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.**
- C. **ASSUMPTION OF RISK:** I understand that the aforementioned Risks may be caused in whole or in part or result directly or indirectly from the negligence of my own actions or inactions, the actions or inactions of others, or the negligent acts or omissions of the Released Parties defined below, and I hereby voluntarily and knowingly assume all such Risks and responsibility for any damages, liabilities, losses, or expenses that I incur as a result of my participation. I also agree to be responsible for any injury or damage caused by me, my horse, my employees or contractors under my direction and control at any Event.
- D. **WAIVER AND RELEASE OF LIABILITY, HOLD HARMLESS AND INDEMNITY:** In conjunction with my participation I hereby release, waive and covenant not to sue, and further agree to indemnify, defend and hold harmless the following parties: the owners, managers, or lessors of any premises and all directors, officers, employees, agents, contractors, and volunteers of any of the aforementioned parties (Individually and Collectively, the "Released Parties" or "Event Organizers"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss, or expense (including court costs and reasonable attorney fees) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to my participation,

including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties.

- E. COMPLETE AGREEMENT AND SEVERABILITY CLAUSE: This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

I HAVE CAREFULLY READ THIS DOCUMENT IN ITS ENTIRETY, UNDERSTAND ALL OF ITS TERMS AND CONDITIONS, AND KNOW IT CONTAINS AN ASSUMPTION OF RISK, RELEASE AND WAIVER FROM LIABILITY, AS WELL AS A HOLD HARMLESS AND INDEMNIFICATION OBLIGATIONS. By signing below, that I have read, understand, and agree to be bound by all applicable rules, and policies. If, despite this Agreement, I, or anyone on my behalf or the minor's behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities as the result of such claim.

*The parties agree that this agreement may be electronically signed. The parties agree that the electronic signatures appearing on this agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.*

**RIDER/DRIVER/OWNER (IF APPLICABLE)**

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

**PRINT Name:** \_\_\_\_\_

**Parent/Guardian Signature: (Required if Rider/Driver/Owner is a minor)**

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

**Nov 20, 2023**