**AN AGREEMENT AND RELEASE FROM LIABILITY CONTRACT**

**PLEASE READ THIS DOCUMENT CAREFULLY**

PRINT NAME OF RIDER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This AGREEMENT AND RELEASE FROM LIABILITY is entered into on this \_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in the year \_\_\_\_\_, by and between Matthew & Julie Ward and Unbridled Faith Stables (OWNER) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (RIDER), and, if Rider is a minor, the parent/guardian of Rider \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. In exchange for use of property, facilities, and services of Owner, the Rider, his/her heirs, assigns and legal representatives, hereby expressly agree to the following:

I agree that horseback riding and all equine activities are inherently dangerous activities **AND** that these activities will expose me to above normal risks of bodily injury and/or death.

I agree that I am responsible for my own safety while engaging in any and all equine activities on the Owner’s property and/or the adjoining property of others, which have given me permission to ride.

I agree to acknowledge all of owner’s rules and regulations pertaining to any and all equine activities occurring on Owner’s property and I agree to and am responsible for wearing protective gear appropriate for equine activities to ensure Rider’s safety while engaging in such activities.

I understand the risks involved in equine activities and **I AGREE TO ASSUME ANY AND ALL RISKS INVOLVED IN RIDER’S USE OF OR PRESENCE UPON OWNER’S PROPERTY AND FACILITIES** while engaging in any equine activity without limitation and including the risks of death, bodily injury, property damage, falls, kicks, bites, unavailability of emergency medical care, and/or the ordinary negligence and/or deliberate act of another person.

I agree that Owner, the Owner’s stable, its agents, and employees are **NOT** liable for any injury to or the death of Rider and/or a participant in equine activities resulting from the inherent risks of equine activities.

I agree to hold Owner, Owner’s stable, its agents, and employees completely harmless and not liable and release them from all liability whatsoever, including acts of ordinary negligence, associated with any equine activity during Rider’s use of or presence upon Owner’s property or the adjoining property of others for which permission to ride has been granted.

I agree to hold the owner of any and all adjoining property for which permission to ride has been granted completely harmless and not liable and release them from all liability whatsoever, including acts of ordinary negligence, associated with any equine activity during Rider’s use of or presence upon the property owner’s property.

I **AGREE NOT TO SUE** Owner, Owner’s stable, its agents and/or employees in association with **ANY** claims, damages, costs, or expenses arising out of Rider’s use of or presence upon Owner’s property and facilities while engaging in any and all equine activities including those based on death, bodily injury, and property damage, unless the damages are caused by the direct, willful and wanton gross negligence of the Owner.

Rider is responsible for complete and full insurance coverage on himself/herself, personal property, and Rider’s horse.

Rider and Rider’s parent or guardian, (if Rider is a minor) agree that this agreement and release of liability is a contract that when signed by the parties involved will be legally binding to all parties, subject to the above terms and conditions and shall be enforced and interpreted under the laws of the state of Pennsylvania.

**OFFICIAL CODE OF GEORGIA  TITLE 4. ANIMALS CHAPTER 12.  INJURIES FROM EQUINE OR LLAMA ACTIVITIES**

**§ 4-12-1. Legislative findings.**

The General Assembly recognizes that persons who participate in equine activities or llama activities may incur injuries as a result of the risks involved in such activities. The General Assembly also finds that the state and its citizens derive numerous economic and personal benefits from such activities. The General Assembly finds, determines, and declares that this chapter is necessary for the immediate preservation of the public peace, health, and safety. It is, therefore, the intent of the General Assembly to encourage equine activities and llama activities by limiting the civil liability of those involved in such activities.

**§ 4-12-2 Definitions.**

As used in this chapter, the term:

    (1) "Engages in a llama activity" means riding, training, assisting in providing medical treatment of, driving, or being a passenger upon a llama, whether mounted or unmounted, or any person assisting a participant or show management. The term "engages in a llama activity" does not include being a spectator at a llama activity, except in cases where the spectator places himself or herself in an unauthorized area and in immediate proximity to the llama activity.

    (2) "Engages in an equine activity" means riding, training, assisting in providing medical treatment of, driving, or being a passenger upon an equine, whether mounted or unmounted, or any person assisting a participant or show management. The term "engages in an equine activity" does not include being a spectator at an equine activity, except in cases where the spectator places himself or herself in an unauthorized area and in immediate proximity to the equine activity.

    (3) "Equine" means a horse, pony, mule, donkey, or hinny.

    (4) "Equine activity" means:

        (A) Equine shows, fairs, competitions, performances, or parades that involve any or all breeds of equines and any of the equine disciplines, including, but not limited to, dressage, hunter and jumper horse shows, grand prix jumping, three-day events, combined training, rodeos, driving, pulling, cutting, polo, steeplechasing, English and western performance riding, endurance trail riding and western games, and hunting;

        (B) Equine training or teaching activities, or both;

        (C) Boarding equines;

        (D) Riding, inspecting, or evaluating an equine belonging to another, whether or not the owner has received some monetary consideration or other thing of value for the use of the equine or is permitting a prospective purchaser of the equine to ride, inspect, or evaluate the equine;

        (E) Rides, trips, hunts, or other equine activities of any type however informal or impromptu that are sponsored by an equine activity sponsor;

        (F) Placing or replacing horseshoes on an equine; and

        (G) Examining or administering medical treatment to an equine by a veterinarian.

    (5) "Equine activity sponsor" means an individual, group, club, partnership, or corporation, whether or not the sponsor is operating for profit or nonprofit, which sponsors, organizes, or provides the facilities for an equine activity, including, but not limited to, pony clubs; 4-H clubs; hunt clubs; riding clubs; school and college sponsored classes, programs, and activities; therapeutic riding programs; and operators, instructors, and promoters of equine facilities, including, but not limited to, stables, clubhouses, ponyride strings, fairs, and arenas at which the activity is held.

    (6) "Equine professional" means a person engaged for compensation in:

        (A) Instructing a participant or renting to a participant an equine for the purpose of riding, driving, or being a passenger upon the equine;

        (B) Renting equipment or tack to a participant; or

        (C) Examining or administering medical treatment to an equine as a veterinarian.

    (7) "Inherent risks of equine activities" or "inherent risks of llama activities" means those dangers or conditions which are an integral part of equine activities or llama activities, as the case may be, including, but not limited to:

        (A) The propensity of the animal to behave in ways that may result in injury, harm, or death to persons on or around them;

        (B) The unpredictability of the animal's reaction to such things as sounds, sudden movement, and unfamiliar objects, persons, or other animals;

        (C) Certain hazards such as surface and subsurface conditions;

        (D) Collisions with other animals or objects; and

        (E) The potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within his or her ability.

    (8) "Llama" means a South American camelid which is an animal of the genus lama, commonly referred to as a "one llama," including llamas, alpacas, guanacos, and vicunas.

    (9) "Llama activity" means:

        (A) Llama shows, fairs, competitions, performances, packing events, or parades that involve any or all breeds of llamas;

        (B) Using llamas to pull carts or to carry packs or other items;

        (C) Using llamas to pull travois-type carriers during rescue or emergency situations;

        (D) Llama training or teaching activities or both;

        (E) Taking llamas on public relations trips or visits to schools or nursing homes;

        (F) Participating in commercial packing trips in which participants pay a llama professional to be a guide on a hike leading llamas;

        (G) Boarding llamas;

        (H) Riding, inspecting, or evaluating a llama belonging to another, whether or not the owner has received some monetary consideration or other thing of value for the use of the llama or is permitting a prospective purchaser of the llama to ride, inspect, or evaluate the llama;

        (I) Using llamas in wool production;

        (J) Rides, trips, or other llama activities of any type however informal or impromptu that are sponsored by a llama activity sponsor; and

        (K) Trimming the nails of a llama.

    (10) "Llama activity sponsor" means an individual, group, club, partnership, or corporation, whether or not the sponsor is operating for profit or nonprofit, which sponsors, organizes, or provides the facilities for a llama activity, including, but not limited to, llama clubs, 4-H clubs, hunt clubs, riding clubs, school and college-sponsored classes, programs, and activities,

therapeutic riding programs, and operators, instructors, and promoters of llama facilities, including but not limited to stables, clubhouses, fairs, and arenas at which the activity is held.

    (11) "Llama professional" means a person engaged for compensation:

        (A) In instructing a participant or renting to a participant a llama for the purpose of riding, driving, or being a passenger upon the llama; or

        (B) In renting equipment or tack to a participant.

    (12) "Participant" means any person, whether amateur or professional, who engages in an equine activity or who engages in a llama activity, whether or not a fee is paid to participate in such activity.

**§ 4-12-3 Immunity from liability; exceptions.**

    (a) Except as provided in subsection (b) of this Code section, an equine activity sponsor, an equine professional, a llama activity sponsor, a llama professional, or any other person, which shall include a corporation or partnership, shall not be liable for an injury to or the death of a participant resulting from the inherent risks of equine activities or from the inherent

risks of llama activities and, except as provided in subsection (b) of this Code section, no participant or participant's representative shall make any claim against, maintain an action against, or recover from an equine activity

sponsor, an equine professional, a llama activity sponsor, a llama professional, or any other person for injury, loss, damage, or death of the participant resulting from any of the inherent risks of equine activities or resulting from any of the inherent risks of llama activities.

    (b) Nothing in subsection (a) of this Code section shall prevent or limit the liability of an equine activity sponsor, an equine professional, a llama activity sponsor, a llama professional, or any other person if the equine activity sponsor, equine professional, llama activity sponsor, llama professional, or person:

        (1) (A) Provided the equipment or tack, and knew or should have known that the equipment or tack was faulty, and such equipment or tack was faulty to the extent that it did cause the injury.

            (B) Provided the animal and failed to make reasonable and prudent efforts to determine the ability of the participant to engage safely in the equine activity or llama activity and to safely manage the particular animal based on the participant's representations of his or her ability;

        (2) Owns, leases, rents, or otherwise is in lawful possession and control of the land or facilities upon which the participant sustained injuries because of a dangerous latent condition which was known or should have been known to the equine activity sponsor, equine professional, llama activity sponsor, llama professional, or person and for which warning signs have not been conspicuously posted;

        (3) Commits an act or omission that constitutes willful or wanton disregard for the safety of the participant, and that act or omission caused the injury; or

        (4) Intentionally injures the participant.

    (c) Nothing in subsection (a) of this Code section shall prevent or limit the liability of an equine activity sponsor, equine professional, llama activity sponsor, or llama professional under liability provisions as set forth in the products liability laws.

**§ 4-12-4. Warning notices**

    (a) Every equine professional and every equine activity sponsor shall post and maintain signs which contain the warning notice specified in subsection (b) of this Code section. Such signs shall be placed in a clearly visible location on or near stables, corrals, or arenas where the equine professional or the equine activity sponsor conducts equine activities. The warning notice specified in subsection (b) of this Code section shall appear on the sign in black letters, with each letter to be a minimum of one inch in height. Every written contract entered into by an equine professional or by an equine activity sponsor for the providing of professional services, instruction, or the rental of equipment or tack or an equine to a participant, whether or not the contract involves equine activities on or off the location or site of the equine professional's or the equine activity sponsor's business, shall contain in clearly readable print the warning notice specified in subsection (b) of this Code section.

    (b) The signs and contracts described in subsection (a) of this Code section shall contain the following warning notice:

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) Failure to comply with the requirements concerning warning signs and notices provided in this Code section shall prevent an equine activity sponsor or equine professional from invoking the privileges of immunity provided by this chapter

**\*\*\*\*\* I have read and understand without question, this agreement and release of liability contract before having signed below**

**X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Rider’s Signature

**X\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Rider’s Parent or Guardian’s Signature (if Rider is a minor)

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