

Seclusion Farms

SECLUSION FARMS: RIDER WAIVER

EQUINE ACTIVITY RELEASE

This Agreement and release made and entered into this 7th day of May, 2020 by and between SOTERIA FARMS, LLC doing business as SECLUSION FARMS, their heirs, assigns, agents, volunteers, contractors and employees, hereinafter referred to as "STABLE," and the undersigned as "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 horseback riding at the STABLE, and agree that I or my child or ward will either use his or her own horse, or horses provided by STABLE.

I, the undersigned RIDER, or PARENT or GUARDIAN, as may be appropriate, understand the following: That horses are unpredictable by nature; 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; That horses are extremely powerful; and 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 RIDER and/or PARENT or GUARDIAN, further understand that upon mounting the horse and taking up the reins, the RIDER is in primary control of the horse, and that STABLE cannot be responsible for the results of the RIDER's actions or inactions. The RIDER further agrees to not abuse, misuse or deliberately agitate the horses, because such conduct may result in increased risk to RIDER and others.

EXPECTATIONS OF CONDUCT: I acknowledge that STABLE frequently has children on premises, and has rules and policies important to maintaining a family friendly environment that I and my child or Legal ward agree to follow including, but not limited to the following: No illegal substances, alcohol, or tobacco products are allowed on the premises. Riding in any footwear other than boots with a low heel is dangerous and you do so at your own risk. It is strongly recommended that RIDERS wear helmets and long pants. Minors under age 18 are required to wear helmets. Vehicles are to be parked in the designated parking areas only. No driving in and/or parking in the barn/pasture area unless loading and unloading. All visitors will follow directions given by the STABLE's personnel. Any inappropriate behavior including aggression, rudeness or vulgar/derogatory language will not be tolerated. No handling or feeding of horses unless it is your own or you have permission from an adult staff member. Do not borrow another person's property without permission for each instance. If you are the reason something breaks, you agree to replace it with equal value. I understand that not adhering to these and any other posted rules can result in no longer being welcomed on the premises.

LIABILITY RELEASE: I understand that I am responsible for any death, bodily injury, or property damage which I or my child or Legal ward should cause or sustain anywhere on STABLE's premises of 2435B Cherokee Rd, Athens GA 30605, and any and all field trip locations, 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 STABLE, its owners, operators, sponsors, employees, servants, agents, volunteers, 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 also allow STABLE and/or its representatives the authority to allow me or said minor to receive medical treatment as is necessary. Therefore, I will provide my insurance for any costs for medical treatment.

I acknowledge that STABLE has recommended the use of long pants and a riding helmet in conjunction with the riding of their horse today and for any future rides, and I understand that wearing such clothing and riding helmet while mounting, riding, dismounting, and otherwise being around horses, may prevent or reduce the severity of some injuries and specifically head injuries occurring as the result of a fall or other occurrence. It is understood that the riding helmet provided by STABLE 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. All persons under the age 18 must wear a riding helmet.

____ Protective Riding Helmet Acceptance: I request to wear the protective riding helmet provided by STABLE at all times when I am mounting, riding, dismounting, or otherwise around horses.

____ Protective Riding Helmet Acceptance: I will wear a protective riding helmet of my own at all times when I am mounting, riding, dismounting, or otherwise around horses. I assume full responsibility for ensuring the use of said helmet.

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

If over the age of 18, and 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, their heirs, assigns, agents, contractors, volunteers 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 use of horses while not wearing the riding helmet offered for use in connection therewith.

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.

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.

RIDER FULL NAME (PRINT): _____ **DATE OF BIRTH:** _____

PARENT(S) OR GUARDIAN(S) INFORMATION (PRINT): (if RIDER is a minor or incompetent)

DATE OF BIRTH: _____

ADDRESS: _____

PHONE NUMBER: (Cell) _____ **(Home)** _____

EMAIL: _____

EMERGENCY CONTACT INFORMATION: _____

MEDICAL INSURANCE COVERAGE BY: _____

SIGNATURE: RIDER (if 18 years or older), PARENT(S) OR GUARDIAN(S) (if RIDER is a minor or incompetent)

DATE: _____