

Release of Liability

Courtney Ray DBA Classic Colors Farm

This RELEASE OF LIABILITY is made and entered into on this _____ day of _____, 20 ____ by and between Courtney Ray DBA Classic Colors Farm, herein after designated as Manager, and _____ designated as RIDER, and if rider is a minor, Rider's parents or guardian, _____. In return for the use, today and on all future dates of the property, facilities, and services of the manager, the rider his heirs, assigns, and legal representatives, hereby expressly agree to the following:

1. It is the responsibility of the Rider to carry full and complete insurance Coverage on his or her personal property and him or herself.
2. Rider agrees to assume ANY AND ALL RISKS INVOLVED IN OR ARISING FROM RIDER'S USES OF PRESENCE UPON MANAGER'S PROPERTY AND FACILITIES, including, without limitation, but not limited to, the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency medical care, or the negligence or deliberate act of another person.
3. Rider agrees to hold Manager, and all their successors, assigns, subsidiaries, Franchises, affiliates, officers, directors, employees, and agents completely harmless and not liable and release them from all liability whatsoever and AGREES NOT TO SUE them on account of or in connection with any claims, causes, of action, injuries, damages, costs or expenses arising out of Rider's use of or presence upon Manager's property and facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damages, except if the damages are caused by the direct willful and wanton negligence of the Manager.
4. Rider agrees to indemnify and defend Manager against, and holds it harmless From, any and all claims, causes of action, damages, judgments, costs or expenses, including attorney's fees, which in any way arise from rider's use or presence upon the Manager's property and facilities.
5. Rider agrees to abide by all the Manager's rules and regulations.
6. If Rider is using his or her horse, the horse shall be free from infection, contagious or transmissible disease. Manager reserves the right to refuse horses if not in proper health or is deemed dangerous or undesirable.
7. This contract is non-assignable and non-transferable and is made and entered into the State of Georgia, and shall be enforced and interpreted under the laws of this state. Should any clause be in conflict with State Law, then the clause in null and void. When the manager, Rider and Rider's parent or guardian sign this contract it will then be binding on both parties, subject to the above terms and conditions.

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.**

Manager's signature

Rider's signature or Parent/ Guardian signature

Rider's address

Contact numbers