

**COVENANT GROVE FARMS
WARNING AND HOLD HARMLESS AGREEMENT**

Under Georgia Law, an equine activity sponsor, an equine 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 and 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, or any other person for injury, loss, damage, or death of the participant resulting from any of the inherent risks of equine activities. O.C.G.A. § 4-12-1 (1994)

“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 clubs; 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.

FOR AND IN CONSIDERATION OF the mutual promises, covenants, conditions, representations, and warranties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed upon as follows:

The undersigned hereby releases and forever discharges Covenant Grove Farm, Bob and Debbie Smith, their agents, employees, officers, directors, representatives, affiliates, and assigns (collectively referred to herein as Covenant Grove Farm) from any and all claims, demands, actions, causes of action or suits of any kind arising out of any injuries, known or unknown, which have resulted or may in the future result from any equine or associated activities taking place in connection with the riding programs or on Covenant Grove property.

The undersigned further agrees to indemnify and hold harmless from any and all claims, damages, losses, injuries, expenses, causes of legal action and legal liability, whether known or unknown, anticipated or unanticipated, arising out or resulting from equine or associated activities in which the undersigned participates. The undersigned further agrees, promises, and covenants not to sue Covenant Grove Farm for any and all actions, causes of action, claims or damages, damages in law or remedies in equity of whatever kind, including the negligence of Covenant Grove Farm, or myself, my family, my heirs and assigns, arising out of the equine or associated activities in which I participate.

I am aware that any activities involving horses, because of the nature of horses, the facility, and program activities, are hazardous and I am voluntarily participating or allowing my minor or child to participate or volunteer (if applicable) in these activities with knowledge of the danger involved, and hereby agree to accept any and all risk of injury or death.

Name of Participant

Date of Birth

Signature of Participant or Legal Guardian

Date of Signature

Signature of Witness

Date of Signature

COVENANT GROVE FARMS

The following waiver must be completed by every participant or by the parent or guardian of any child under the age of 18 in order to participate in all equine related activity at Covenant Grove Farm. No one will be able to participate in any Covenant Grove Farm's activity without providing a completed release form. All participants are required to wear a helmet in order to ride a horse. Pictures may be taken during equine activity. By signing this waiver, I agree that pictures of me/my children may be used by Covenant Grove Farms only for marketing purposes.

OFFICIAL CODE OF GEORGIA ANNOTATED O.C.G.A. § 4-12-1 (1994) The General Assembly recognizes that persons who participate in equine 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 by limiting the civil liability of those involved in such activities.

_____	Does rider have a physical or mental condition which may affect his/her safety and ability to ride a horse of which we should be aware?
Rider Name and Age	Yes No (if yes, describe below)

Parents or guardians (or riders older than 18) must initial on the line after reading each section

- A. _____ I am aware of the propensity of a horse to behave in ways that may result in injury, death, or loss to persons on or around the equine;
- B. _____ I am aware of the unpredictability of a horse's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals;
- C. _____ I am aware that there may be hazards, including, but not limited to, surface or subsurface conditions;
- D. _____ I am aware that there is a risk of collision with another horse, a person, or an object;
- E. _____ I am aware of the risk of the potential of an equine activity participant to act in a negligent manner that may contribute to injury, death, or loss to the person of the participant or to other persons, including, but not limited to, failing to maintain control over a horse or failing to act within the ability of the participant.

_____	_____	_____
Signature of Rider or Guardian	Date	Email Address

_____	_____	_____
Street Address	City, State	Zip Code

_____	_____	_____
Emergency Contact	Phone Number	Alt. Phone Number

_____	_____
Doctor's Name, Ins Co & Policy Number	Hospital Preference