

LIABILITY RELEASE FORM FOR INDIVIDUALS
PETERS CREEK FARM, LLC, hereafter known as "THIS FARM"
 LOCATION: 535 Browning Shoals Road, Social Circle, Georgia 30025

PLEASE READ CAREFULLY BEFORE SIGNING
**SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY. THIS STABLE DOES NOT
 GUARANTEE YOUR SAFETY.**

A. **REGISTRATION OF RIDERS/DRIVERS/PASSENGERS AND AGREEMENT PURPOSE-** in consideration of the payment of a fee and the signing of this agreement, I, the following listed individual, and the parent or legal guardians thereof if a minor do hereby agree to him/her from THIS FARM the use of a horse, tack and equipment, personnel and trail for the purpose of horseback riding and carriage driving today and on all future dates:

RIDER/DRIVER/PASSENGER NAME	AGE (If under 21)	WEIGHT (Over 240#)	HORSE RIDING EXPERIENCE (Check on which applies)
		<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> BEGINNER (UNDER 10 HRS) <input type="checkbox"/> OVER 10 HRS <input type="checkbox"/> OVER 40 HRS
Does this rider have physical and/or mental health conditions, problems, and/or disabilities which may affect his/her safety and ability to ride/drive a horse? YES NO (Circle One) If "yes" describe here:			

WRITE INITIALS BELOW AFTER READING EACH SECTION. PARENTS OR GUARDIANS MUST ALSO INITIAL

- B. ___/___ **AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS** -This agreement shall be legally binding upon me the registered rider/driver/passenger, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the state and county of **THIS FARM'S** physical location. Any dispute by the rider shall be litigated in and venue shall be the county in which **THIS FARM** is physically located. If any clause, phrase or word is in conflict with state law, then that single part is null and void. The term 'HORSE' herein shall refer to all equine species. The term '**HORSEBACK RIDING/DRIVING**' herein shall refer to riding or otherwise handling of horses, ponies, mules, or donkeys, whether from the ground, mounted or by cart. The term '**RIDER/DRIVER**' shall herein refer to a person who rides or drives a horse mounted or otherwise handles or comes near a horse from the ground or by cart. The terms '**PASSENGER**' shall herein refer to a person riding along in a horse-drawn cart, and/or **THIS FARM'S** ATV. The terms '**I**', '**ME**' '**MY**' shall herein refer to the above registered rider/driver/passenger and the parents or legal guardians thereof if a minor.
- C. ___/___ **ACTIVITY RISK CLASSIFICATION-** I UNDERSTAND THAT: Horseback riding and driving are classified as **RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITIES**, and that there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. According to NEISS (National Electronic Injury Surveillance Systems of United States Consumer Products) horse activities rank 64th among the activities of people relative to injuries that result in a stay at U.S. hospitals. Related injuries can be severe requiring more hospital days and resulting in more lasting residual effects than injuries in other activities. I/WE further understand that applicant may be participating in a "WILDERNESS EXPERIENCE" and that the meaning of this term is defined as follows: THE PURSUIT OF ADVENTURE TYPE ACTIVITY IN A WILD, RUGGED, AND UNCULTIVATED AREA OR REGION, AS OF FOREST and/or HILLS and/or MOUNTAINS and/or PLAINS and/or WETLANDS, WHICH WOULD LIKELY BE UNINHABITED BY PEOPLE AND INHABITED BY WILD ANIMALS OF MANY TYPES AND SPECIES TO INCLUDE, BUT NOT LIMITED TO, MAMMALS, REPTILES, AND INSECTS, WHICH ARE NOT TAME, MAY BE SAVAGE AND UNPREDICTABLE IN NATURE AND ALSO WANDERING AT THEIR WILL.
- D. ___/___ **NATURE OF FARM HORSES-**I UNDERSTAND THAT: **THIS FARM** chooses its horses for their calm dispositions and sound basic training as is required for use as riding horses for novice and beginning riders, and **THIS FARM** follows a rigid safety program. Yet, no horse is a completely safe horse. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from horse to ground it will generally be at a distance of from 3 1/2 to 5 1/2 feet, and the impact may result in injury to the rider. Horseback riding/driving is the only sport where one much smaller, weaker predator animal (human) tries to impose its will on another much larger, stronger prey animal with a mind of his own (horse) and each has a limited understanding of the other. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: Stopping short; Changing directions or speed at will; Shifting its weight; Bucking, Rearing, Kicking, Biting, or Running from danger.
- E. ___/___ **RIDER/DRIVER RESPONSIBILITY-** I UNDERSTAND THAT: Upon mounting a horse or entering into a hitched cart and taking up the reins the rider/driver is in primary control of the horse. The rider's safety largely depends upon his/her ability to carry out simple instructions; and his/her ability to remain balanced aboard the moving animal. I agree that the rider/driver shall be responsible for his/her own safety, as well as the safety of their passengers of their cart, and that of an unborn child if the rider/driver/passenger is pregnant. **THIS FARM** advises pregnant women not to ride/drive horses, or be a passenger in a cart unless permission is given under advice of her physician.
- F. ___/___ **CONDITIONS OF NATURE-**I UNDERSTAND THAT: **THIS FARM** is **NOT** responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall, or react in some other unsafe way. **SOME EXAMPLES ARE:** Thunder, lightning, rain, wind, water, wild and domestic animals, insects, reptiles, which may walk, run, or fly near, or bite or sting a horse or person; and irregular looting on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape.
- G. ___/___ **CARRY-ON OBJECTS AND SHARP NOISES-** I UNDERSTAND THAT: Riders must not carry loose items on rides which may fall, blow away, flap in the wind, bounce, or make sharp noises, possibly scaring a horse. **SOME EXAMPLES ARE:** Cameras, hats not securely fastened under chin, paper, toys, purses. Riders/Drivers/Passengers must not make sharp, loud noises, such as screaming or yelling, which may scare a horse.
- H. ___/___ **SADDLE GIRTHS-NATURAL LOOSENING-** I UNDERSTAND THAT: Saddle girths (saddle fasteners around horse's belly may loosen during a ride. If a rider notices this he/she must alert the nearest guide or wrangler as quickly as possible so action can be taken to avoid slippage of saddle and a potential fall from the animal.
- I. ___/___ **ACCIDENT/MEDICAL INSURANCE-** I AGREE THAT: Should emergency medical treatment be required, I and/or my own accident/medical insurance company shall pay for ALL such incurred expenses.

J. ____ / ____ **PROTECTIVE HEADGEAR OFFERING-** I, for myself and on behalf of my child and/or legal ward, have been offered protective headgear (riding helmet) by THIS FARM and do understand that the wearing of such headgear while mounting, riding, driving (or as a passenger of a horse drawn cart), dismounting and otherwise being around horses, may prevent or, reduce severity of some head injuries, and may even prevent death happening as the result of a fall or other occurrence. It is understood that FARM-PROVIDED protective headgear may not be of perfect fit for each rider's/driver's/passenger's head, and that once provided I/WE will be responsible for securing the helmet on this rider's/driver's/passenger's head at all times. Mark an 'X'- below in the box before the statement which describes your choice to wear, or not to wear, FARM-PROVIDED protective headgear:

- PROTECTIVE HEADGEAR ACCEPTANCE:** I/WE REQUEST TO WEAR PROTECTIVE HEADGEAR WHICH THIS STABLE PROVIDES AND/OR WILL PROVIDE MY/OUR OWN.
- PROTECTIVE HEADGEAR REFUSAL:** I/WE REFUSE TO WEAR ANY TYPE OF PROTECTIVE HEADGEAR AND/OR WILL PROVIDE MY/OUR OWN. I/WE ACCEPT FULL RESPONSIBILITY FOR MY/OUR SAFETY IN THIS DECISION.

K. ____ / ____ **LIABILITY RELEASE:** In consideration of THIS FARM allowing my participation in this activity, under the terms set forth herein, I, the rider/driver/passenger, and the parent or legal guardian thereof if a minor, do agree to hold harmless and release THIS FARM, its owners, agents, employees, officers, members, promises owners, insurers, and affiliated organizations from legal liability due to THIS FARM'S ordinary negligence; and I do further agree that except in the event of THIS FARM'S gross and willful negligence, I shall bring no claims, demands, actions and causes of action, and/or litigation, against THIS FARM and ITS ASSOCIATES as stated above in this clause, for any economic and non economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of THIS FARM, to include while riding, driving (as driver or passenger), handling, or otherwise being near horses owned by or in the care, custody and control of THIS FARM, or present at a public or private event.

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.

All Riders/Drivers/Passengers and Parents or Legal Guardians must sign below after reading this entire document. Each spouse must sign. NO ONE WILL BE ALLOWED TO PARTICIPATE IN AN EVENT WITHOUT THIS SIGNATURE:

SIGNER STATEMENT OF AWARENESS

I/WE THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK.
I/WE FURTHER ATTEST THAT ALL FACTS RELATING TO THE APPLICANT'S PHYSICAL CONDITION, EXPERIENCE, AND AGE ARE TRUE AND ACCURATE.

SIGNATURE OF RIDER/DRIVER/PASSENGER (Spouses must sign for themselves) DATE _____

SIGNATURE OF PARENT, GUARDIAN AND/OR SPOUSE #1 For _____ DATE _____
NAME OF RIDER/DRIVER/PASSENGER (Please Print)

SIGNATURE OF PARENT, GUARDIAN AND/OR SPOUSE #2 for _____ DATE _____
NAME OF RIDER/DRIVER/PASSENGER (Please Print)

Address in full: _____ Home Phone # _____