

Rountree Recreation
172 Shipp Circle
Hiram GA 30141

RELEASE FROM LIABILITY

This RELEASE FROM LIABILITY is made this _____ day of _____, 20____, by and between Kimberly Whitehead hereinafter designated ROUNTREE RECREATION/OWNERS/INSTRUCTOR and _____ hereinafter designated RIDER, and if Rider is a minor, Rider's parent(s) or legal guardian(s), _____ in return for use today, and on all future days, of property, facilities, and services of ROUNTREE RECREATION, the heirs, assigns, and legal representatives, hereby expressly agree to the following:

1. Rider is responsible for full and complete insurance coverage on his personal horse, personal property, and himself.
2. RIDER AGREES TO ASSUME ANY AND ALL RISKS INVOLVED IN OR ARISING FROM RIDER'S USE OF OR PRESENCE UPON ROUNTREE RECREATION'S/OWNERS'/INSTRUCTOR'S PROPERTY AND FACILITIES including, without limitations to: the risks of death, bodily injury, property damage, falls, kicks, bites, lacerations, contusions, collisions with vehicles, (horses and stationary objects), fire, explosions, the unavailability of emergency medical attention, and/or the negligence and/or deliberate act of another person.
3. Rider agrees to hold ROUNTREE RECREATION/OWNERS/INSTRUCTOR and all employees, assigns, successors, affiliates, or agents COMPLETELY HARMLESS and are not liable and release 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 or presence upon ROUNTREE RECREATION'S/OWNERS'/INSTRUCTOR'S property and facilities, including but not limited to: those based on death, bodily injury, property damage, including consequential damages, except if the damages are caused by the direct, willful, and wanton gross negligence of the ROUNTREE RECREATION/OWNERS/INSTRUCTOR.
4. Rider understands that there are risks in and around equine activities, and that an equine activity sponsor and/or equine professional and/or ROUNTREE RECREATION/OWNERS/INSTRUCTOR is not liable for an injury to, or the death of, a riders, and/or a participant in equine activities resulting from inherent risk of equine activities.
5. Rider agrees to waive the protection afforded by any statute or law in any jurisdiction of the state of Georgia, whose purpose, substance, and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing this release.
6. Rider agrees to indemnify and defend ROUNTREE RECREATION/OWNERS/INSTRUCTOR against, and hold harmless from, any and all claims, causes of action, damages, judgments costs or expenses, including attorney's fees, which in any way arises from Riders use of or presence upon the ROUNTREE RECREATION'S/OWNERS'/INSTRUCTOR'S property or facilities.
7. Rider agrees to abide by all rules set forth by ROUNTREE RECREATION/OWNERS/INSTRUCTOR. Rider is responsible for use of, and provision of protective gear; i.e. hard hats and boots.
8. If Rider is using Rider's horse, the horse shall be free from infection, contagious or transmissible diseases. ROUNTREE RECREATION/OWNERS/INSTRUCTOR reserves the right to refuse any horse not deemed in proper health or dangerous or undesirable.
9. 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 that clause is null and void. When ROUNTREE RECREATION/OWNERS/INSTRUCTOR and Rider (Rider's parents or guardian if Rider is a minor) signs this contract it will be binding on both parties, subject to the above 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.

ROUNTREE RECREATION/OWNERS/INSTRUCTOR

I have read and understand this release

Rider's signature Date

Rider's parent or Guardian (if rider is a minor) Date

Rider's parent or Guardian (if rider is a minor) Date