

## **WAIVER OF LIABILITY AND RELEASE - TRAINING, RIDING and LESSONS**

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 O.C.G.A. §§4-12-3 and 4-12-4.

The undersigned (hereinafter "Client") expressly acknowledges and agrees to the following terms as relevant to Jennifer Kelly, Sawtooth Ranch, LLC, and/or its agents/employees (hereinafter "Trainer"):

### **A. Inherent Assumption of Risk**

There are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability.

The undersigned acknowledges that horses, by their very nature are unpredictable and subject to animal whim. The undersigned assumes **all** risks in connection therewith, and **expressly waives** any and all claims for any injury, damage, loss or death arising therefrom. The undersigned further acknowledges that the behavior of any animal is contingent to some extent upon the ability of the undersigned. The undersigned assumes all risks therefrom and warrants that a full and fair disclosure of the undersigned's abilities has been made to Trainer.

### **B. Risk of Loss/Injury to Client and Others**

Trainer shall not be liable for any injury or death which may be suffered by Client or any of Client's family, guests or agents arising out of or being connected in any way with the training, showing or hauling of said horse. This includes, but is not limited to, any personal injury which may be suffered by Client or any of Client's family, guests or agents that may be received on Trainer's premises or off Trainer's premises while under the guidance of Trainer. In no event shall Trainer be held liable for death or injury to Client or any of Client's family, guests or agents. Client expressly releases Trainer from any and all claims for personal injury or property damage, even if caused by negligence by Trainer or her representatives, agents, or employees.

### **C. Risk of Loss/Injury to Horse**

Trainer shall not be liable for any sickness, disease, theft, death, or injury which may be suffered by the horse or any other cause of action whatsoever, arising out of or being connected in any way with the training, showing, hauling or riding of said horse whether ridden by Trainer or ridden by Client at Trainer's property/direction. In no event shall Trainer be held liable for equine death or injury.

Client fully understands that Trainer does not carry any insurance on any horses for any purposes, whether medical, loss of use, public liability, theft, or equine mortality insurance and that all risks connected to the horse are to be borne by the Client.

#### **D. Release, Indemnity**

The undersigned agrees to release, hold harmless, indemnify and defend Trainer from **any and all** claims, demands, causes of action, damages, judgments, orders, costs or expenses, including attorney's fees, whether actually incurred or not, which may in any way arise from or be in any way connected to the Trainer's involvement in the undersigned's equine activities.

The undersigned expressly releases Trainer from **any and all** claims for personal injury, property damage, or death, even if caused by negligence of Trainer or her representatives, agents or employees.

#### **E. Choice of Law, Venue**

Any action brought under this agreement shall be governed by and construed in accordance with the laws of the State of Georgia. Should this Waiver be litigated, it shall be litigated in \_\_\_\_\_ County, Georgia.

#### **F. Attorney's Fees, Court Costs**

Should a dispute arise hereunder where litigation becomes necessary to enforce any and all of the terms and conditions stated herein, the prevailing party shall be entitled to recover reasonable attorney fees and court costs, if any.

#### **G. Damages**

The undersigned agrees that, although all liability of Trainer has been expressly waived, should any damages ever be awarded in litigation, damages shall be limited to \$1,000.00, for all types of damages, including pain and suffering and actual expenses incurred.

#### **H. Entire Agreement**

This Waiver represents the entire agreement between the parties. No other agreements, promises, or representations, verbal or implied, are included herein unless specifically stated in this written agreement.

#### **I. Enforceability**

In the event one or more parts of this Waiver are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.

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Client Signature

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Date

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Address

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Phone

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Email