

*Acknowledgment of Participants Responsibility, Express Assumption of Risk, and Release of Liability*

BEGIN AGAIN FARMS, INC., EQUINE SHELTER

Property Owner: Patricia Malloy 2035 Harris Road, Ellerslie, GA 31807.

***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.**

*1. Acknowledgment of Inherent Risks of Equine Activities/Assumption of Risks.*

As a Participant, you acknowledge that there are numerous inherent risks of equine activities, whether preparing for, attending, participating in, or leaving the Event. The inherent risks include those dangers and conditions which are an integral part of equine activities, including, but not limited to:

- (a) the propensity of an equine or other animal to behave in ways that may result in injury, harm, or death to persons on or around them;
- (b) the unpredictability of the equine's reaction to such things as sounds, sudden movements and unfamiliar objects, persons or other animals;
- (c) certain hazards such as surface or subsurface conditions;
- (d) collisions with other animals or objects;
- (e) the potential of a participant or other Participant to act in a negligent manner that may contribute to injury to the participant, Participant, or others, such as failing to maintain control over the equine or not acting within his or her ability;
- (f) the breakage or failure of tack or other equipment; and
- (g) the potential that an equine or animal may cause injury or harm to the rider or other persons or animals in the vicinity. As a Participant you acknowledge that you are not relying on the

Begin Again Farms, Inc., nor the Property Owner, or their family members to list within this document all possible inherent risks or all risks of participating in any of the Activities at Begin Again Farms, Inc..

*2. Waiver and Release of Liability.*

As a Participant, you freely and voluntarily assume the risks of the equine activities with full knowledge and appreciation of the actual and other inherent risks associated with equine activities. In this connection, as a Participant, without restriction or limitation, you also voluntarily agree to waive any and all claims, suits, liabilities, damages, or obligations of whatever nature or kind no matter how arising, and whether now existing or in the future, including those that may

arise by virtue of partial or complete negligence of Begin Again Farms, Inc. As a Participant, you waive any right to sue the Property Owner or their family members.

As a Participant, you hereby release Begin Again Farms, Inc. and Property Owner and their family members from all liability, loss, claims, or actions for injury, death, expenses, or damage to person or property resulting from the inherent risks of activities at Begin Again Farms, Inc. or resulting from any action or inaction by Begin Again Farms, Inc. or Property Owner and their family members. This waiver and release is effective even if the injury, death or damage to person or property is caused by, or contributed to by, actions

or failure to act of Begin Again Farms, Inc., the Property Owner, or their Family members and which actions or inactions constitute ordinary negligence or a violation of any applicable law pertaining to equine activity liabilities.

Neither you nor your representatives shall make any claim against, maintain an action against, or recover from Begin Again Farms, Inc., the Property Owner and their family members or others acting on their behalf, for injury, loss, damage or death of the Participant, to the Participant's horse, or to the Participant's personal property (regardless of ordinary negligence by Begin Again Farms, Inc., the Property Owner and their family members or regardless of an alleged violation of an applicable equine activity liability law). As a Participant, you further agree to hold harmless Begin Again Farms, Inc., the Property Owner and their family members from any claim, liability, costs or attorney fees arising from any claim, action, or liability relating to activities at Begin Again Farms, Inc. This Agreement is intended to be as broad and inclusive as is permitted by law.

If any provision or any part of any provision of this Agreement is held to be invalid or legally unenforceable for any reason, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable. To the fullest extent allowed by law, you agree to **WAIVE, DISCHARGE CLAIMS, AND RELEASE FROM LIABILITY** Begin Again Farms, Inc., the Property Owner and family members from any and all liability on account of, or in any way resulting from Injuries and/or Damages. You understand and intend that this assumption of risk and release

is binding upon your heirs, executors, administrators and assigns, and includes any minors accompanying you.

Person voluntarily entering into this Release of Liability and Hold Harmless Agreement:

\_\_\_\_\_

Participant Signature: \_\_\_\_\_

Participant Printed Name : \_\_\_\_\_ Date & Time: \_\_\_\_\_

If Participant is a minor, person representing himself/herself to be the lawful Guardian under this Release of Liability:

Guardian Printed Name: \_\_\_\_\_

Guardian Signature: \_\_\_\_\_ Date & Time \_\_\_\_\_

----- Witness