

## **ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY**

(Adult participant)

THE UNDERSIGNED (hereinafter referred to as "PARTICIPANT") HEREBY REQUESTS PERMISSION TO UTILIZE THE PROPERTY AND FACILITIES OWNED BY MASON HARDAWAY LAMPTON, THE MIDLAND EQUESTRIAN CENTER AND HARDAWAY PROPERTIES, LP, A GEORGIA LIMITED PARTNERSHIP (COLLECTIVELY THE "OWNERS") AND PARTICIPATE IN HORSEBACK RIDING MIDLAND RIDING CENTER AND OTHER ACTIVITIES INCIDENTAL THERETO, INCLUDING BUT NOT LIMITED TO JUMPING, CROSS COUNTRY RIDING, FOXHUNTING, AND OTHER DISCIPLINES (hereinafter collectively referred to as the "ACTIVITIES").

I ACKNOWLEDGE AND FULLY UNDERSTAND THE INHERENT DANGERS AND RISKS ASSOCIATED WITH THE ACTIVITIES, WHICH INCLUDES BUT IS NOT LIMITED TO RIDING HORSES IN NEAR PROXIMITY TO OTHERS, AT HIGH RATES OF SPEED, OVER FENCES AND OTHER OBSTACLES, AND OVER STEEP, UNSTABLE AND ROUGH TERRAIN. NEVERTHELESS, I WISH TO PARTICIPATE IN THE ACTIVITIES KNOWING THEY ARE INHERENTLY DANGEROUS. I HEREBY ACCEPT AND ASSUME ALL THE RISKS OF ANY INJURY, INCLUDING DEATH OR PERMANENT DISABILITY AND/OR DAMAGE I MAY SUFFER OR INCUR WHETHER WHILE ENGAGING IN THE ACTIVITIES OR NOT.

I UNDERSTAND THAT THE ACTIVITIES, FACILITIES, PROGRAMS, AND SERVICES OFFERED BY OWNER MAY SOMETIMES BE CONDUCTED BY PERSONS WHO MAY OR MAY NOT BE KNOWLEDGEABLE, LICENSED, CERTIFIED OR REGISTERED INSTRUCTORS OR PROFESSIONALS. I ACCEPT THE FACT THAT THE SKILLS AND COMPETENCIES OF SOME OF OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, OR VOLUNTEERS WILL VARY ACCORDING TO THEIR TRAINING AND EXPERIENCE AND THAT NO CLAIM IS MADE AS TO THEIR QUALIFICATIONS OR ADEQUACY OF THEIR TRAINING.

IN EXCHANGE FOR BEING PERMITTED TO PARTICIPATE IN THE ACTIVITIES, TO THE FULLEST EXTENT PERMITTED BY LAW, FOR MYSELF, MY HEIRS, ASSIGNS, AND PERSONAL REPRESENTATIVES AND NEXT OF KIN, I HEREBY RELEASE, INDEMNIFY, HOLD HARMLESS FROM, AND AGREE NOT TO MAKE OR BRING ANY CLAIM OF ANY KIND AGAINST, THE OWNERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, MEMBERS, EMPLOYEES, OR GUESTS (COLLECTIVELY THE "RELEASEES") FOR, ANY AND ALL CLAIMS, DEMANDS, DAMAGES, RIGHTS OF ACTION OR CAUSES OF ACTION, PRESENT OR FUTURE, ARISING OUT OF MY PARTICIPATION IN THE ACTIVITIES, INCLUDING BUT NOT LIMITED TO INJURY (INCLUDING DEATH OR PERMANENT DISABILITY) TO MYSELF OR OTHERS OR ANY DAMAGE TO MY PROPERTY OR THE PROPERTY OF OTHERS, WHETHER FROM MY OWN OR ANYONE'S NEGLIGENCE OR NOT, OR ANY OTHER CAUSE, ARISING OUT OF MY PARTICIPATION IN THE ACTIVITIES; AND I ALSO AGREE IF ANYONE MAKES ANY CLAIMS BECAUSE OF ANY INJURY TO MYSELF OR ANYONE ELSE PARTICIPATING IN THE ACTIVITIES (INCLUDING MY OR PERMANENT DISABILITY) OR OTHERS, OR FOR ANY DAMAGES TO MY PROPERTY, I WILL INDEMNIFY, HOLD HARMLESS, KEEP ALL THE RELEASEES FREE OF ANY CLAIMS, DAMAGES, EXPENSES OR COSTS BECAUSE OF THOSE CLAIMS.

### **THE LAW PROVIDES RELIEF FROM LIABILITY FOR EQUINE ACTIVITY SPONSORS:**

#### **WARNING**

**UNDER GEORGIA LAW, AN EQUINE ACTIVITY SPONSOR OR EQUINE PROFESSIONAL IS NOT LIABLE FOR ANY 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.**

**UNDER ALABAMA 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 THE EQUINE ACTIVITIES LIABILITY PROTECTION ACT.**

**(SIGNATURE ON FOLLOWING PAGE)**

**DATE:** \_\_\_\_\_

**PARTICIPANT'S PRINTED NAME:** \_\_\_\_\_

**PARTICIPANT'S SIGNATURE:** \_\_\_\_\_

**HOME PHONE NUMBER:** \_\_\_\_\_

**WORK PHONE NUMBER:** \_\_\_\_\_

**E-MAIL ADDRESS:** \_\_\_\_\_

**MAILING ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

## **ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY**

(Minor Child Participant)

I, AS PARENT OR LEGAL GUARDIAN OF THE MINOR CHILD NAMED BELOW (hereinafter referred to as "PARTICIPANT"), REQUEST PERMISSION FOR PARTICIPANT TO UTILIZE THE PROPERTY AND FACILITIES OWNED BY MASON HARDAWAY LAMPTON, THE MIDLAND EQUESTRIAN CENTER AND HARDAWAY PROPERTIES, LP, A GEORGIA LIMITED PARTNERSHIP (COLLECTIVELY THE "OWNERS") AND PARTICIPATE IN HORSEBACK RIDING MIDLAND RIDING CENTER AND OTHER ACTIVITIES INCIDENTAL THERETO, INCLUDING BUT NOT LIMITED TO JUMPING, CROSS COUNTRY RIDING, FOXHUNTING, AND OTHER DISCIPLINES (hereinafter collectively referred to as the "ACTIVITIES").

I ACKNOWLEDGE AND FULLY UNDERSTAND THE INHERENT DANGERS AND RISKS ASSOCIATED WITH THE ACTIVITIES, WHICH INCLUDES BUT IS NOT LIMITED TO RIDING HORSES IN NEAR PROXIMITY TO OTHERS, AT HIGH RATES OF SPEED, OVER FENCES AND OTHER OBSTACLES, AND OVER STEEP, UNSTABLE AND ROUGH TERRAIN. I WISH FOR MY CHILD TO PARTICIPATE IN THE ACTIVITIES KNOWING THEY ARE INHERENTLY DANGEROUS. I HEREBY ACCEPT AND ASSUME ALL THE RISKS OF ANY INJURY, INCLUDING DEATH OR PERMANENT DISABILITY AND/OR DAMAGE MY CHILD MAY SUFFER OR INCUR WHETHER WHILE ENGAGING IN THE ACTIVITIES OR NOT.

I UNDERSTAND THAT THE ACTIVITIES, FACILITIES, PROGRAMS, AND SERVICES OFFERED BY OWNER MAY SOMETIMES BE CONDUCTED BY PERSONS WHO MAY OR MAY NOT BE KNOWLEDGEABLE, LICENSED, CERTIFIED OR REGISTERED INSTRUCTORS OR PROFESSIONALS. I ACCEPT THE FACT THAT THE SKILLS AND COMPETENCIES OF SOME OF OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, OR VOLUNTEERS WILL VARY ACCORDING TO THEIR TRAINING AND EXPERIENCE AND THAT NO CLAIM IS MADE AS TO THEIR QUALIFICATIONS OR ADEQUACY OF THEIR TRAINING.

IN EXCHANGE FOR MY CHILD BEING PERMITTED TO PARTICIPATE IN THE ACTIVITIES, TO THE FULLEST EXTENT PERMITTED BY LAW, FOR MYSELF, MY CHILD, HIS/HER HEIRS, ASSIGNS, GUARDIANS, AND PERSONAL REPRESENTATIVES AND NEXT OF KIN, I HEREBY RELEASE, INDEMNIFY, HOLD HARMLESS FROM, AND AGREE NOT TO MAKE OR BRING ANY CLAIM OF ANY KIND AGAINST, THE OWNERS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, MEMBERS, EMPLOYEES, OR GUESTS (COLLECTIVELY THE "RELEASEES") FOR, ANY AND ALL CLAIMS, DEMANDS, DAMAGES, RIGHTS OF ACTION OR CAUSES OF ACTION, PRESENT OR FUTURE, ARISING OUT OF MY CHILD'S PARTICIPATION IN THE ACTIVITIES, INCLUDING BUT NOT LIMITED TO INJURY (INCLUDING DEATH OR PERMANENT DISABILITY) TO MY CHILD OR OTHERS OR ANY DAMAGE TO MY CHILD'S PROPERTY OR THE PROPERTY OF OTHERS, WHETHER FROM MY CHILD OR ANYONE'S NEGLIGENCE OR NOT, OR ANY OTHER CAUSE, ARISING OUT OF MY CHILD'S PARTICIPATION IN THE ACTIVITIES; AND I ALSO AGREE IF ANYONE MAKES ANY CLAIMS BECAUSE OF ANY INJURY TO MY CHILD (INCLUDING HIS/HER DEATH OR PERMANENT DISABILITY) OR OTHERS, OR FOR ANY DAMAGES TO MY PROPERTY, I WILL INDEMNIFY, HOLD HARMLESS, KEEP ALL THE RELEASEES FREE OF ANY CLAIMS, DAMAGES, EXPENSES OR COSTS BECAUSE OF THOSE CLAIMS. I REPRESENT AND WARRANT THAT I HAVE THE AUTHORITY TO EXECUTE THIS DOCUMENT ON BEHALF OF MY MINOR CHILD.

### **THE LAW PROVIDES RELIEF FROM LIABILITY FOR EQUINE ACTIVITY SPONSORS:**

#### **WARNING**

**UNDER GEORGIA LAW, AN EQUINE ACTIVITY SPONSOR OR EQUINE PROFESSIONAL IS NOT LIABLE FOR ANY 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.**

**UNDER ALABAMA 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 THE EQUINE ACTIVITIES LIABILITY PROTECTION ACT.**

**(SIGNATURE ON FOLLOWING PAGE)**

**DATE:** \_\_\_\_\_

**MINOR CHILD'S NAME:** \_\_\_\_\_

**PARENT'S PRINTED NAME:** \_\_\_\_\_

**PARENT'S SIGNATURE:** \_\_\_\_\_

**PARENT'S HOME NUMBER:** \_\_\_\_\_

**PARENT'S WORK NUMBER:** \_\_\_\_\_

**PARENT'S E-MAIL ADDRESS:** \_\_\_\_\_

**MAILING ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_