

RIDER'S RELEASE AGREEMENT

WHEREAS, MARTHA S. MCELHANNON, BETH STELZLINI, JENNIFER WOODS, GENE DIXON, YVONNE RICHARDSON, JOHN DIXON, AMBER GEORGE dba HAWKES CREEK FARM (hereinafter individually collectively known as "HCF") has made available to the undersigned, or to the minor child of the undersigned, or both, all or a portion of the property, equipment and facilities of HCF including, but not limited to, riding areas, stables, equipment, and horses, the undersigned hereby assumes full responsibility for the safety of the Rider.

The term Rider shall mean not only the undersigned, but also, any minor of the undersigned, and also any person who uses any portion of the property, equipment, horses or facilities of HCF, with permission of the undersigned. Undersigned hereby releases HCF, any landowner, their agents, employees, successors, assigns, legal representatives, heirs, executors and administrators from any and all claims, causes of action, demands, obligations and liabilities – which are now existing OR hereafter mature or accrue at any time – arising out of related in any fashion to Rider's use of HCF property, equipment or facilities, except for HCF' gross negligence or HCF' intentional acts.

The undersigned acknowledges and fully understands that the Rider uses the property, equipment and facilities of HCF at his or her own risk. The undersigned hereby agrees to hold and save HCF, any landowner, their agents employees, successors, assigns, legal representatives heirs, executors and administrators harmless from each and every claim, demand, liability, or other obligation which may arise out of or be connected in any fashion with loss, injury, or damage to the Rider or to the Rider's property. The undersigned hereby agrees and covenants not to bring any action at law or in equity against HCF, any landowner their agents, employees, successors, assigns, legal representatives, heirs executors or administrators on behalf of the undersigned or on behalf of Rider, whether minor or adult arising from or relating in any fashion to any injury, damage or other loss suffered by Rider and connected in any fashion with Rider's use of HCF property, horses, equipment or facilities; and the undersigned shall further defend HCF, any landowner, their agents, officers, directors, employees, successors, assigns legal representatives, heirs, executors and administrators against any such actions brought by Rider or on Rider's behalf with respect to the Rider's use of FMMF AND HCF property, horses, equipment or facilities , and the undersigned shall indemnify FMMF AND HCF, their agents, officers, directors, employees, successors, assigns, legal representatives, heirs, executors and administrators for anything for which Riders is responsible either alone, jointly or severally.

The undersigned hereby acknowledges and understands that HCF, their agents, employees, successors, assigns, legal representatives, heirs, executors and administrators do not represent or warrant the quality or character of any horse furnished to Rider. Furthermore, the undersigned acknowledges and understands that horseback riding or other participation in activities at HCF may involve substantial risk of bodily injury, property damage and other dangers including, but not limited to, bodily injury or death resulting from kick and bites, falling off horses or horses falling on Rider, being dragged by a foot caught in the stirrups, Rider being thrown by horse, equipment failure or collision with horses or vehicles or other inanimate objects.

In the event Rider or any of the designated individuals is a minor, the undersigned, on behalf of said minor, does hereby consent to any x – ray, anesthetic, medical or surgical diagnosis or treatment and hospital service that may be rendered to said minor under the general or specific instructions of any physician or hospital. The undersigned acknowledges that this consent to medical treatment is given in advance of any specific diagnosis or treatment which may be required, but is given to encourage HCF, any hospital staff and physicians to exercise their best judgment as to the requirements of such diagnosis or treatment. The undersigned hereby agrees to pay all fees and expenses of doctors, hospitals, ambulances and other medical expenses reasonably and necessarily incurred.

READ CAREFULLY BEFORE YOU SIGN. THIS DOCUMENT RELEASES HCF FROM ANY LIABILITY RESULTING FROM USE OF HCF PROPERTY, EQUIPMENT OR FACILITIES.

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.

Date

Rider Signature

Home Address _____

Telephone: _____

Date of Birth: _____

Parent or Guardian of Minor Rider

Witness