

HORSE RIDING AGREEMENT AND LIABILITY RELEASE FORM

This form must be completed by and for each participant

PLEASE READ CAREFULLY BEFORE SIGNING

SERIOUS INJURY MAY RESULT FROM YOUR PARTICIAPTION IN THIS ACTIVITY.
THIS STABLE DOES NOT GUARANTEE YOUR SAFETY OR THAT OF YOUR HORSE.

IT IS HEREBY AGREED TO AS FOLLOWS: THAT

- A. **REGISTRATION OF RIDERS AND AGREEMENT PRUPOSE.** I, the following listed individual hereinafter known as the "RIDER" and the parents or legal guardians there of if a minor, do hereby voluntarily request and agree to participate in horse riding on CENTURION FARM/Boysen LTD and Karen Boysen, Love Joy Holdings owner of premises and that this RIDER will ride a horse owned by or boarded at CENTURION FARM/Boysen Ltd

B.

RIDER NAME

AGE (If under 21)

- C. **AGREEMENT SCOPE, TERRITORY AND DEFINITIONS.** This agreement shall be legally binding upon me the registered RIDER, and the parents or legal guardians there of if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the state and county of CENTURION FARMS physical location. Any disputes by the RIDER shall be litigated in and venue shall be the county in which CENTURION FARM is physically located. The term "HORSE" herein shall refer to all equine species. The term "HORSEBACK RIDING" OR "RIDING" herein shall refer to riding or otherwise handling of horses, ponies, mules, or donkeys, weather from ground or mounted. The term "RIDER" shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The terms "I", "me", "my", shall herein refer to the above registered rider and the parents or legal guardians thereof if a minor. **Int.**_____
- D. **ACTIVITY RISK CLASSIFICATION.** Horseback riding is classified as a RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY, and there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. According to NEISS (National Electronic Injury Surveillance Systems of United States Consumer Products) horse activities rank 64th among the activities of people relative to injuries that result in a stay at U.S. hospitals. Related injuries can be severe requiring more hospital days and resulting in more lasting residual effects than injuries in other activities. **Int.**_____
- E. **NATURE OF RIDING A HORSE.** No horse is a completely safe horse. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from horse to ground, it will generally be at a distance from 3-5 feet, and the impact may result in injury to the rider. Horseback riding is the only sport where one much smaller, weaker predator animal (human) tries to impose its will on, and become on unit of movement with, another much larger, stronger pray animal with a mind of its own (horse) and each has a limited understanding of the other. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instances which may include, but are not limited to: Stopping short; changing directions or speed at will; shifting its weight; bucking, rearing kicking biting, or running from danger. **Int.**_____
- F. **RIDER RESPONSIBILITY.** Upon mounting a horse and taking up the reins the RIDER is in primary control of the horse. The RIDER'S safety largely depends upon his/her ability to carry out simple instructions, and his/her ability to remain balanced aboard the moving animal. The RIDER shall be responsible for his/her own safety. **Int.**_____

- G. **CONDITIONS OF NATURE.** CENTURION FARM is NOT responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall, or react in some other unsafe way. SOME EXAMPLES ARE: Thunder, lightning, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, fly near, bite and/or sting a horse or person; and irregular footing on out-of-door groomed or wild terrain (and which is subject to constant change in condition according to the weather, temperature, and natural and man-made changes in landscape). **Int.**_____
- H. **INSPECTION OF PREMISES.** RIDER has inspected CENTURION FARM facilities and is satisfied that all premises conditions are reasonable safe for RIDER'S intended purpose, usage and presence upon CENTURION FARM premises. **Int.**_____
- I. **ACCIDENTAL/MEDICAL AND PERSONAL LIABILITY INSURANCE.** Should medical treatment be required I and /or my own accident/ medical insurance company shall pay for all such incurred expenses. Should my actions or that of my horse cause injury or damage of any kind, I and/or my own personal liability shall pay for such damages. **Int.**_____
- I. **PROTECTIVE HEADGEAR WARNING:** I have been fully warned and advised by CENTURION FARM that the RIDER should purchase and wear protective headgear (riding helmet), and that the wearing of such headgear while mounting, riding, dismounting, and otherwise being around horses, may prevent or reduce severity of those head injuries and even prevent death from happening as the result of a fall or other occurrences. IF such headgear is provided by CENTURION FARM, its safety is not guaranteed and merely offered as a convenience. Every RIDER is strongly encouraged to purchase and wear the most current approved safety headgear. **Int.** _____
- J. **LIABILITY RELEASE.** In consideration of CENTURION FARM allowing my participation in this activity, under the terms set forth herein, I, the RIDER, and the parent or guardian thereof in a minor, do agree to hold harmless and release CENTURION FARM, its owners, agents, employees, officers, members, premises owners, insurers, and affiliated organizations from legal liability due to CENTURION FARM ordinary negligence; and I do further agree that except in the event of CENTURION FARM gross and willful negligence, I shall bring no claims, demands, actions and causes of action, and/or litigation against CENTURION FARM and IT'S ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of CENTURION FARM, to include while riding, handling, or otherwise being near horses owned by or in the care, custody and control of CENTURION FARM. **Int.**_____

**All Riders and Parents or Legal Guardians must sign below
after reading this entire document.**

SIGNER STATEMENT OF AWARENESS

I/WE THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNING, RELEASE AND ASSUMPTION OF RISK. I/WE FURTHER ATTEST THAT ALL FACTS RELATING TO THE APPLICANT ARE TRUE AND ACCURATE.

As a further consideration for having been given the opportunity to ride and to participate in horseback riding activities, I represent that:

1. I currently have comprehensive liability policies providing:
 - a. Medical coverage
 - b. Liability coverage for property damage (at least \$10,000 coverage) and bodily injury claims (coverage of at least \$100,000 per person and \$300,000 per occurrence).

2. These policies will remain in effect during any time that I ride from or with or at stable.

Signature of Rider: _____ Date: _____

Signature of Parent,
Guardian and/or Spouse: _____ Date: _____

Address: _____

Home phone: _____ Business phone: _____

Email:

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.

Int. _____