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Liability Release Form

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. ... (Code 1981, § 4-12-4, enacted by Georgia.

In consideration of the services provided today, and associates, I hereby agree to release, indemnify, and discharge *Victory Reins*, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that caring for horses, and all therapeutic and learning/self discovery activities involving horses entail known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to me, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: loss of control, collisions, horses irrespective of their previous behavior and characteristics, may act or react unpredictably based upon instinct, fright, or lack of proper control by handler, acts of other students in this activity, adverse weather conditions; contact with plants, insects, or animals; my own physical conditions or my own acts or omissions; the conditions of remote roads, trails, waterways, or terrain, and accidents connected with their use; first-aid, emergency treatment or other services rendered; consumption of food and drink.

Furthermore, *Victory Reins* seeks safety, but they are not infallible. They might be unaware of a student's fitness or abilities. They might misjudge the weather. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My or my child's participation in this activity is purely voluntary, and elects to participation in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless *Victory Reins* from any and all claims, demands, or causes of action, which are in any way connected with my or my child's participation in this activity or my or my child's use of equipment or facilities, including such claims which allege negligent acts or omissions.
4. Should *Victory Reins* or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I or my child may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I nor my child have no medical or physical conditions, which could interfere with my safety in this activity, or else I am willing to assume—and bear the costs of—all risks that may be created, directly or indirectly, by any such condition.
6. In the event that I file a lawsuit against *Victory Reins*, I agree to do so solely in the state of Georgia, and I further agree that the substantive law of that state shall apply in that action without regard to the "conflict of laws" rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my or my child's participation in this activity, I may be found by a court of law to have waived my or my child's right to maintain a lawsuit against *Victory Reins* on the basis of any claim form which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Client Name: _____

Client Signature: _____ Date: _____

If client is under 18 years of age:

Parent/Guardian Signature: _____ Date: _____