

FRIENDSHIP RANCH MILTON, LLC

RELEASE OF LIABILITY AND HOLD HARMLESS WAIVER

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 FROM THE INHERENT RISKS OF EQUINE ACTIVITIES. PURSUANT TO 4-12 et. al, OF THE OFFICIAL CODE OF GEORGIA ANNOTATED.

1. The undersigned has read and understands for themselves or their minor children the above statutory warning. Having done so, they freely and voluntarily enter into this Liability Waiver with Friendship Ranch Milton, LLC herein "FRM". Understanding that in the event of any form of harm to themselves, others in their care and custody, or their property, that they are holding FRM totally without fault of any kind, known or unknown, now or in the future, harmless and without any liability whatsoever.
2. The undersigned understands the potential dangers inherent in equine/farm animal activities from all potential sources both foreseen and unforeseen, including but not limited to the safety limitations or defects of equipment, whether owned by FRM or the undersigned, to risks from other riders or participants at no fault of the undersigned.
3. The undersigned specifically releases FRM from any liability whatsoever, whether to their person or to their animal, whether upon the premises of FRM, in transport, or off premises wherein FRM is in any way involved in the activities of the undersigned.
4. FRM has made no determination of the skill level of the undersigned, and if FRM does recognize or express to the undersigned a skill level or ability, said declaration is merely an opinion and the undersigned should attempt to gather a second opinion as to their horsemanship status/ability to be safe around farm animals. Parents should always supervise their minor children. There is no representation of responsibility from FRM to supervise or hold from harm any participants.

5. The undersigned understands that the riding/farm animal interaction at FRM is unsupervised and understands the risks involved. It is additionally the opinion of FRM that all riding/animal interactions should be done with at undersigned is participating in a riding lesson/animal encounter, then the undersigned shall be supervised in order to instruct the undersigned. Nevertheless, this Release and Waiver shall continue to bind the undersigned and infers no ability of the supervision to control harm or the inherent risks involved.
6. In the event at some future time, the undersigned chooses to pursue liability against FRM, inspite of the nature of this Waiver, and do not succeed in the matter, then the undersigned agrees to reimburse FRM for all Attorneys fees, court costs and any and all costs of litigation. In addition, the undersigned agrees to place \$20,000 into the registry of the Superior Court of Fulton County Georgia as security against claims of FMR to recover Attorneys fees, court costs and any and all costs of litigation.
7. Should FRM be adjudged at fault to the undersigned, regardless of their adherence and reliance upon State of Georgia law and this Waiver, then the undersigned agrees to limit their claims for damages to the limits of any FRM insurance policy and to not look to either the owners', shareholders, agents, heirs, successors, or assigns of FRM or the owners' or shareholders homeowner's insurance carrier for loss or damages.
8. Any reference to FMR herein shall also include its shareholders, employees, volunteers, officers, directors, owners, successors, assigns and anyone directly or indirectly connected with same. Any reference to the undersigned shall include themselves, their heirs, successors or assigns. The singular shall include the plural.

**IN CONCLUSION, THE UNDERSIGNED VOLUNTARILY AGREES TO
RELEASE AND HOLD HARMLESS FRM FROM ANY LIABILITY
WHATSOEVER, INCLUDING, BUT NOT LIMITED TO , ANY ACCIDENT
CAUSED BY OR RELATED TO SAID EQUINE/FARM ANIMAL
PROFESSIONAL’S NEGLIGENCE OR RECKLESSNESS, OR OTHERWISE,
RELATING TO INJURIES, DEATH OR PROPERTY DAMAGE, NOW OR
FOREVER.**

Agreed to the _____ day of _____, 20__

Address:

Telephone:

Email:

Adult Signature

Print

Child’s Name