

Dancing Cloud Farm Horse Rescue, Inc.

LIABILITY RELEASE:

-- PLEASE READ CAREFULLY BEFORE SIGNING --

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.

I, the undersigned (hereinafter referred to as "GUEST"), have read and understand the Georgia Equine Liability Law. I hereby release, waive responsibility, discharge and covenant not to sue Dancing Cloud Farm Horse Rescue, Inc., its representatives, agents, directors, sponsors, or volunteers, jointly or individually, for any loss or claim as a result of personal injury or property damage which might arise from my participation in any program or activity directly or indirectly involving Dancing Cloud Farm Horse Rescue, Inc., whether or not upon premises then occupied by Dancing Cloud Farm Horse Rescue, Inc.

Furthermore, I the undersigned, hereby release and hold harmless Dan and Anita Meisen, their heirs and assigns, owners, landowners, and other horse owners jointly or individually, harmless from any and all costs, claims, and liabilities of any kind arriving out of my use of the facility, any animal activities, any equine, dog, cat or animal on the property, living at, visiting, or boarding at the facility. As a consideration for my visiting the facility, I assume any risk of damage to property, animal, or injury to myself or anyone visiting the facility with me. I understand that handling and/or riding horses is an extremely dangerous activity and that there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. No horse is a completely safe horse, and if frightened or provoked may divert from its training and act according to its natural survival instincts which may include, but are not limited to, biting, striking, kicking, bolting, and running from perceived danger, which can cause injury or death to me or others. I understand there are certain risks inherent with handling animals and I accept those risks.

Furthermore, I understand that if it is determined I am in any way detrimental to and/or uncooperative with the policies and procedures of Dancing Cloud Farms Horse Rescue, Inc., then in place for the safety and protection of the animals and other persons present, I may be denied further permission to participate in the activities and programs of Dancing Cloud Farm Horse Rescue, Inc., wherever they may occur. Notwithstanding, the foregoing Release of Liability and Waiver of Responsibility shall remain in full force and effect.

Should Dancing Cloud Farm Horse Rescue, Inc., change its name or relocate at any time, the foregoing agreement shall remain in full force and effect.

I/We, the undersigned, have read and understand the foregoing agreement, warnings, and Release of Liability and Waiver of Responsibility. I, We further understand and agree that I/We are assuming all risks attendant to the handling and/or riding of horses. I/We attest that all facts conveyed to Dancing Cloud Farm Horse Rescue, Inc., either verbally or in writing, relating to physical condition, age and experience are correct and are being relied upon as such.

_____ *Initial here verifying that you have read this page, page 1, of the Liability Release.*

The undersigned GUEST and all guests of the undersigned acknowledge there are inherent risks associated with equine activities such as are described below and **hereby expressly assumes all risks associated with participating in such activities**. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as jerking away from the person leading, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability. GUEST also agrees to have all guests sign a release of liability form located at DCFHR.

_____ (Initials) (Name of Owner/Rider/Guest)

GUEST acknowledges that horses, by their very nature are unpredictable and subject to animal whim. GUEST assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising therefore. GUEST agrees to abide by and follow DCFHR's current rules and regulations, which an updated version shall be posted. GUEST further acknowledges that the behavior of any animal is contingent to some extent upon the ability of rider. GUEST assumes all risks therefore and warrants a full and fair disclosure of GUEST's abilities has been made to DCFHR.

_____ (Initials) (Name of Owner/Rider/Guest)

GUEST agrees to hold harmless, indemnify and defend DCFHR against any and all claims, demands, causes or action, damages, judgments, orders, costs or expenses, including attorney's fees, which may in any way arise from or be in any way connected with GUEST's use of or presence upon the property of 756 A. A. Cooper Road, and/or adjacent/neighborhood properties that may be used for riding.

_____ (Initials) (Name of Owner/Rider/Guest)

PROTECTIVE EQUESTRIAN HEADGEAR AND RELEASE AGREEMENT WARNING

I, for myself and/or on behalf of my child or legal ward, have been warned and advised by DCFHR and I do understand that not wearing protective headgear increases the risk of serious injury and/or death. If the GUEST/rider and/or parent or guardian, if minor, refuses to wear protective headgear it is at their own risk.

_____ (Initials) (Name of Guest/Rider)

Print Name _____

Signature: _____ Date: _____

Health Insurance Carrier: _____ Plan or ID Number _____

Doctor's Name, Address, Contact Information in case of emergency:

Please provide a notarized letter stating that DCFHR has authorization/permission to obtain medical treatment help for you, at your expense, should the need arise. Provide a notarized copy of this letter to your physician.

Name(s) and age(s) of child(ren) who may be accompanying you; each child must have a signed release and waiver for a minor. Please also read the rules about minor children in the DCFHR Farm Rules section.

IF THIS IS A RELEASE AND WAIVER FOR A MINOR (UNDER 18 YEARS OLD), A PARENT OR GUARDIAN MUST SIGN IN AGREEMENT.

Signature of Parent/Guardian for children under 18: _____

Street Address: _____

City, ST, ZIP: _____

Home Phone: _____ Work/Cell Phone: _____

Email Address: _____

Emergency Contact Name and Phone: _____

Emergency Contact Name and Phone: _____

Emergency Contact Name and Phone: _____