

## IN UNISON FARM LLC

### FULL RELEASE, ASSUMPTION OF RISK, INDEMNIFICATION, AND COVENANT

**THIS RELEASE** ("Release") is given on the date set forth below in favor of IN UNISON FARM LLC, LEE ANN GILSON of Adairsville, Georgia, MIEKE DE CLERCK HANSSSENS of Chatsworth, Georgia and STENANISTA LLC and all other related entities collectively and individually referred to herein as ("Owners"), by ("Rider(s)"); and on behalf of myself and my minor child (children), namely: \_\_\_\_\_

**WHEREAS**, Rider requests permission and desires to participate in horseback riding activities, which may or may not include trail riding, open field riding, jumping, and fox hunting, or motorized viewing, over and across Owners land, the land of others, and may include the use of horses and equipment belonging to Owner (all of the foregoing hereinafter referred to as the "Activity"); and

**WHEREAS**, Rider hereby represents and certifies that Rider understands completely all the dangers inherent in participating in the Activity, and that Rider recognizes and appreciates the following:

1. The Activity is very dangerous and severe injury or possible death may result to the Rider from participating in the Activity;
2. Horses may act in an excited, unpredictable, and reckless manner, thereby injuring Rider;
3. Other Rides in the Activity may be inexperienced, reckless, or act in an unsafe manner from time to time, and Owner shall not be responsible for the ability, actions, or safety habits of other Riders; and
4. Other animals and horses other than that of Rider may cause severe injury or possible death to Rider as a result of Rider's participation in the Activity; and

**WHEREAS**, whether or not the Owner directs the Activity, Rider assumes full and complete responsibility for his Decision to participate in the Activity; and

**WHEREAS**, Owner allows Rider to participate in the Activity in reliance upon the foregoing representations and certifications by Rider;

**NOW, THEREFORE**, in consideration of Owner's permission to allow Rider to participate in the Activity, to pass freely through and utilize the property of Owner and other land owners, and, if applicable, to gratuitously utilize Owner's horse and equipment, the receipt and sufficiency of such consideration Rider hereby acknowledges, Rider hereby represents, warrants, states, stipulates, and agrees as follows:

1. **Assumption of Risk** The Rider hereby acknowledges and understands that the foregoing recitals are true and correct. Despite the foregoing and other risks, whether foreseen or unforeseen, and fully understanding such risks, Rider desires to participate in the Activity and hereby personally assumes and takes responsibility for all risks and all of his decisions in connection with the Activity.
2. **Release** Rider hereby releases and discharges the Owner of and from all manner of actions, causes of action, claims, or demands which the Rider ever had, now has, or can, shall, or may hereafter have for damages or injury to person or property while participating in, during preparation connected with, arising out of or in anyway related to the Activity, or while in route to or from the Activity.
3. **Indemnification** Rider hereby agrees and undertakes to indemnify and save and hold harmless Owner from any and all claims for loss, injury, or damage to person or property by Rider arising out of Rider's participation in the Activity.
4. **Covenant Not to Sue** Rider hereby agrees and covenants not to sue Owner nor to hold him liable for any injury, including death, resulting from Rider participating in the Activity.
5. **Land Belonging to Others** Rider acknowledges and understands that while participating in the Activity, Rider may be on property or premises which are not owned by Owner. Rider understands that Rider is not paying to any other land owner any fee or sum for the right to travel over or be present on that land owner's property. Rider understands that through the courtesy of such land owner, Rider is permitted during the Activity to be present on such property, but that said right is not that of an invitee or a licensee. Rider understands that it shall be deemed to be a trespass to be present upon the property of such other landowner except during the Activity. Rider understands and agrees that the terms of this Release shall apply to such other landowner, and that they may not be held liable by Rider while on their property.
6. **General** Owner does not warrant nor represent that Owner's property or the property of others is free from hazards, defects, or dangers. Rider hereby certifies to Owner that Rider is in good health, is eighteen (18) years of age or older, and is legally competent to execute this Release. Rider understands and acknowledges that the terms hereof are contractual and not a mere recital. The terms Owner and Rider hereby shall include all family members, employees, heirs, administrators, executors, successors and assigns of each party. Rider certifies that he has informed himself of the contents of this Release by reading it and acknowledges his understanding of the terms of the Release. Rider signs this Release as his own free act and deed.
7. **It is the intention** of the parties hereto that the foregoing release and indemnity agreement be as broad and inclusive as is permitted by the laws of the State of Georgia and if any portion is held invalid it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**THIS IS A FULL AND COMPLETE RELEASE OF YOUR RIGHT TO RECOVER AGAINST OWNER FOR INJURY OR DEATH RESULTING FROM YOUR PARTICIPATION IN THIS HORSEBACK RIDING OR MOTORIZED VIEWING ACTIVITY. IN WITNESS WHEREOF**, Rider executes this Release and after reading it and

certifies his understanding and agreement to the terms hereby by Rider's signature this \_\_\_\_\_ day of \_\_\_\_\_, 201 \_\_\_\_\_.

**RIDER:**

**Phone#:**

**WARNING: UNDER GEORGIA LAW, AN EQUINE ACTIVITY SPONSOR OR EQUINES 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.**