

RELEASE AND WAIVER OF LIABILITY AGREEMENT

This RELEASE of LIABILITY is made and entered into on this _____ day of _____, 20 _____, by and between Maggie’s Menagerie, including but not limited to Maggie Sjoberg, Abby Sjoberg, and Eric Sjoberg, hereinafter designated Instructor, and _____ hereinafter designated Participant (defined to include, without limitation, the owner, lessee, trainer, manager, agent, coach, rider, driver, and handler) , and if Participant is a minor, Participant’s parent or guardian, _____ . In return for the use, today and on all future dates of the property, facilities and services of the Instructor, the Participant, his heirs, assigns, and legal representatives, hereby expressly agree to the following:

- 1) The Participant understands that the activities involve horses and equipment and are inherently dangerous activities;
- 2) Participant is voluntarily agreeing to participate in these activities with knowledge of the danger involved and agrees to **ASSUME ANY AND ALL RISKS** of bodily injury, death or property damage to his or her self, horse(s), or property;
- 3) Participant agrees **TO INDEMNIFY AND HOLD HARMLESS** the instructor from all claims, losses, damages, or expenses resulting or arising from any and all injuries to or death of any person or damage to any property caused by any act, omission or neglect of the undersigned or of the undersigned agents or their horse(s), or from other participants or their horse(s) which occur in or about the premises where the activities are taking place;
- 4) Participant agrees to hold Instructor and all of its successors, assigns, subsidiaries, affiliates, officers, directors, employees and agents completely harmless and not liable and release them from all liability whatsoever and **AGREES NOT TO SUE** them on account of or in connection with any claims, causes of action, injuries, damages, cost or expenses arising out of participation in said activity except if the damages are caused by the direct, willful and wanton negligence of the Instructor;
- 5) Instructor agrees to hold Participant and all of its successors, assigns, subsidiaries, affiliates, officers, directors, employees and agents completely harmless and not liable and release them from all liability whatsoever and **AGREES NOT TO SUE** them on account of or in connection with any claims, causes of action, injuries, damages, cost or expenses arising out of participation in said activity except if the damages are caused by the direct, willful and wanton negligence of the Participant;
- 6) Participant agrees to abide by all of Instructor’s rules and regulations;
- 7) This contract is non-assignable and non-transferable and is made and entered into the State of Georgia, and shall be enforced and interpreted under the laws of this state. Should any clause be in conflict with State Law, then only that clause is null and void. When the Instructor and Participant and Participant’s parent or guardian, if Participant is a minor, sign this contract, it will then be binding on both parties, subject to the above terms and conditions;

Participant’s Signature and Date

Participant’s Parent or Guardian (If Participant is a minor.)

Participant’s Address/Phone Number

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.