

## STUDENT/RIDER/VISITOR RELEASE FROM LIABILITY

This Release from Liability is made and entered as dated, by and between Foxcroft Farm, LLC and any/all officials, directors, owners, and employees associated with same, hereinafter referred to as "FF", and Student/Rider/Visitor, \_\_\_\_\_, hereinafter referred to as "Client".

If Client is a minor, their parent or guardian \_\_\_\_\_, hereinafter referred to as "Adult", assumes responsibility in return for use today, and on all future days, of horses, property, facility, and services of FF. Client and Adult, their heirs, assigns and legal representatives hereby expressly agree to the following:

Client and Adult understand there are risks in and around equine activities and FF, and that FF is not liable for any injury to, or the death of Client resulting from the inherent risk of equine activities and facilities.

Client and Adult agree to assume any and all risks involved in or arising from their use of or presence upon FF's property and facility including, without limitations but not limited to: the risks of death; bodily injury; property damage; falls; kicks; bites; hazards of terrain; collisions with vehicles, horses or stationary objects; fire or explosion; the unavailability of emergency medical care; and/or negligence and/or deliberate act of another person.

Client and Adult are responsible for full and complete insurance coverage on Client's personal property and him/herself.

Client and Adult hereby certify that a physician has never instructed them not to ride a horse and that they have never had any medical conditions which would prohibit equestrian sports such as spinal, cranial, cervical, and/or neurological injuries, anomalies, disease or ailments, or paralysis of any kind or visual disturbances, altered mental or intellectual capacity, or epilepsy.

Client and Adult agree to hold FF and all successors, assigns, subsidiaries, franchisees, affiliates, officers, directors, employees and agents completely harmless and not liable and release them from all liability whatsoever and **AGREE NOT TO SUE** them on account of or in connection with any claims, causes of action, injuries, damages, costs or expenses arising out of Client's use of or presence upon FF's property and facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damages, except if the damages are caused by the willful or wanton disregard for safety of Client by FF.

Client and Adult agree to waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release.

Client and Adult agree to indemnify and defend FF against, and hold harmless from, any and all claims, causes of action, damages, judgments, costs or expenses, including attorney's fees, which in any way arises from their use of or presence upon FF property and facilities.

Client and Adult agree to abide by Foxcroft Farm Rules and Regulations, attached hereto as Exhibit "A".

FF reserves the right to refuse or revoke entry and/or occupancy of any Client at any time.

In the event the person signing this Agreement is an Adult, such person agrees to abide by and be subject to all of the above terms and conditions.

**"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.*

\_\_\_\_\_  
Client's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client's Date of Birth

\_\_\_\_\_  
Adult's Signature if Client is a Minor(under 18)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative of Foxcroft Farm, LLC

\_\_\_\_\_  
Date