

Release of Liability & Assumption of Risk Agreement

Whereas, Sherman Dean Miller and Elizabeth (Beth) Massey Miller (hereinafter, "owners") have made available to the Undersigned and/or their minor child(ren) (hereinafter, "Rider") all or a portion of the property, equipment, facilities including but not limited to horses, ponies, riding areas, stables, equipment, tack, swimming pool, pony cart, etc. located at 6487 Pierce Chapel Road, Unit 2, Midland, Georgia 31820 (hereinafter "Property"), the Undersigned hereby represents that he or she has the legal capacity to and does assume full and complete responsibility for the safety of the rider(s) and/or participants in any activity pertaining to the aforementioned facility and/or any instruction by Beth Miller, DBA Beth Miller Riding Instruction. For consideration received, and in return for the use, today and on all future dates, of the subject Property, Undersigned's heirs, assigns, and representatives, hereby agree as follows:

The term "Owners" includes the aforementioned and their agents, employees, relatives, successors, assigns, legal representatives, heirs, executors, other landowners of aforementioned property and/or owners of any properties on which riding instruction is performed by Beth Miller, and administrators.

The term "Rider" includes both the Undersigned and/or his/her minor child(ren), and any natural person who uses any portion of the aforementioned property and/or facilities with the permission of the Undersigned.

- 1) Inherent risks and assumption of risk: Undersigned acknowledges that there are inherent risks associated with equine activities and hereby expressly assumes all risks involved and associated with participating in such activities. Inherent risks include but are not limited to the propensity of horses to behave according to animal whim and to run, buck, bite, kick, shy, stumble, rear, fall, step on, injure, harm, or kill persons on or around them; the unpredictability of animal reactions to sounds, sudden movement, or failure of the Rider to control the animal, or the like. Undersigned acknowledges that Owners do not represent or warrant the quality or temperament of any horse, dog, bird, cat, or other animal on the aforementioned property or on any property associated with riding instruction by Beth Miller.
- 2) Undersigned unconditionally releases Owners from and covenants not to bring any and all claims, causes of action, demands, obligations, and liabilities which now exist or incur or mature at any time in the future arising out of or in any way related to the use of the aforementioned property, equines, equipment, and facilities.
- 3) Undersigned unconditionally remises and forever discharges Owners, and agrees to defend, indemnify and hold harmless Owners, against and from any and all liability, costs, expenses, claims, demands, causes of action, obligations, suits or damages suffered by or asserted against Owners at any time and arising in any way from or relating in any way to the activities or occurrences (including but not limited to accidents, personal injury, death, or property damage) on or about the Property, including but not limited to any liability resulting from the negligence of Owners.
- 4) Undersigned unconditionally releases Owners from any and all liability pertaining to any injury or loss of life of any horse/pony boarded on Property or transported by and under the care of Owners.
- 5) Undersigned, if the parent, guardian, or legal representative of Rider, in consideration of Rider being permitted to use Property or be instructed by Beth Miller on one of her equines or any other equine, agrees to indemnify and hold harmless Owners from any and all claims brought by or on behalf of or against Rider and which are in any way connected with Rider's use of the Property and/or instruction by Beth Miller.

UNDER GEORGIA LAW, AN EQUINE ACTIVITY SPONSOR OR 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, TITLE 4 OF THE OFFICIAL CODE OF GEORGIA.

By signing, I represent that I have read, understand, and agree to the foregoing.

Date

Rider's Name & Birthdate

Witness

Parent/Guardian of Minor Rider