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Release and Indemnification Agreement

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 activity, pursuant to chapter 12 of title 4 of the official code of Georgia annotated.

_____ wishes to participate in certain horse riding and related activities operated by Clements Sport Horses & Ponies. The undersigned recognize the dangers inherent to such activities.

This RELEASE of LIABILITY is made and entered into on by and between Clements Sport Horses & Ponies hereinafter designated MANAGER and client, hereinafter designated RIDER, and if Rider is a minor, Rider's parents or guardian. The Rider, his/her heirs, assigns, and legal representatives, hereby expressly agree to the following:

1. It is the responsibility of the Rider to carry full and complete insurance coverage on their horse, personal property and his/her self.
2. Rider agrees to assume ANY AND ALL RISKS INVOLVED IN OR ARISING FROM THE RIDER'S USE OF OR PRESENCE UPON MANAGER'S PROPERTY AND FACILITIES including without limitation but not limited to, the risks of death; bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency medical care, or the negligence of deliberate act of another person.
3. Rider agrees to hold Manager 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 NO TO SUE them on account of or in connection with any claims, causes of action, injuries, damages, cost or expenses arising out of Rider's use of or presence upon Manager'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 direct, willful and wanton negligence of the Manager.
4. Rider agrees 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 in the release.
5. Rider agrees to indemnify and defend Manager against, and hold it harmless from, any and all claims, causes of action, damages, judgements, costs or expenses, including attorney's fees, which in any way arise from the Rider's use of or presence upon the Manager's property and facilities.
6. Rider agrees to abide by all of Manager's rules and regulations.
7. Manager reserves the right to refuse horse if not in proper health or is deemed dangerous or undesirable.
8. 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 that cause is null and void. When the Rider or Rider's parent or guardian, if Rider is a minor, sign this contract, it will then be binding on both parties' subject to the above terms and conditions.

Rider's Signature

Date

Rider's Parent or Guardian (If Rider is a minor)