

RELEASE, WAIVER AND INDEMNITY AGREEMENT

I, _____ DO HEREBY:

- 1. RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE WHISKEY HILL FARM, LLC, AND/OR CAROLYN K. HARDEN their operators, horse owners, investors, and each of them, their officers, agents, employees, lessees, boarders and participants (all hereafter collectively referred to as "RELEASEES") from any and all claims, loss, damage and liability to the UNDERSIGNED OR THE HORSE BELONGING TO THE UNDERSIGNED, his or her personal representatives, assigns, heirs, next of kin, or anyone claiming through them, arising out of strict liability or negligence of RELEASEES which cause the UNDERSIGNED OR THE HORSE BELONGING TO THE UNDERSIGNED, injury, death, damages, or property damages. I HEREBY COVENANT to hold RELEASEES harmless and indemnify RELEASEES for any claim, judgment or expense, including attorneys fees and cost of litigation, RELEASEES may incur arising out of my and/or my horses activities of presence, directly or indirectly, at or on the farm or on the property of RELEASEES.
- 2. I UNDERSTAND that my entry and/or the entry of my horse onto, directly or indirectly on the farm or premises of RELEASEES, boarding, riding, recovering or just being present on the property, involves DANGER AND RISK OF INJURY OR DEATH, that conditions of horesback riding and horses change from time to time and may become more hazardous, and that there is INHERENT DANGER in horses and riding which I voluntarily assume, because I choose to do so. I have observed horses, riding, boarding and horse care of the type that I and/or my horse seek to participate in and I have inspected the grounds, horses and other persons that pose a danger to me and/or my horse, nevertheless, I voluntarily elect to accept all risks connected therewith and/or my participation and/or the participation of my horse.
- 3. I verify that no representations or inducements have been made to me to sign this Release. I further expressly agree that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as permitted by the laws of the State of Georgia and that if any portion thereof is held invalid, it is agreed that the balance shall, not withstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ, VOLUNTARILY SIGNED AND UNDERSTANDS THAT THIS RELEASE AND WAIVER OF ALL LIABILITY AND INDEMNITY AGREEMENT FULLY RELEASES WHISKEY HILL FARM, LLC, AND/OR CAROLYN K. HARDEN FROM ANY LIABILITY TO THE UNDERSIGNED AND/OR THE HORSE OF THE UNDERSIGNED.

"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.

DATE: _____

READ CAREFULLY BEFORE SIGNING

_____ (seal) Witness _____