



Bent Tree Community, Inc.
Equestrian Center
(706) 692-6322

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Participant: *(Please print)* _____ Age: _____

If minor under eighteen (18), name of Parent or Guardian _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

In consideration for Bent Tree Community, Inc. ("BTCl") allowing me (or my minor child) to participate in handling horses and horseback riding, the undersigned, on behalf of myself, my child or our personal representatives, heirs, next-of-kin, spouses and assigns, HEREBY AGREE TO THE FOLLOWING:

1. I acknowledge that horseback riding is an inherently dangerous activity which involves risks that may cause serious injury and in some cases death. I further understand that an animal, irrespective of its training and usual past behavior and characteristics, may react unpredictable at times based upon instinct or fright which is an inherent risk to be assumed by each participant in the riding activity.
2. I voluntarily assume all of the risk and danger of injury or death inherent in the handling or riding of horses and use of equipment provided by BTCl.
3. I understand that Bent Tree recommends I wear a secured ASTM/SEI Equestrian standard certified helmet at all times while handling, riding or being around horses. Minors must wear a helmet. I realize that no form of preplanning can remove all of the danger to which I am exposing myself and acknowledge the dangers of not wearing a helmet while involved in this activity. **By signing here, I attest that I refuse to wear a helmet and will release and hold harmless BTCl of any and all claims including injury or death.** _____
4. I acknowledge under Georgia Law an equine activity sponsor or equine professional is not liable for any 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.
5. I agree to release, acquit and forever discharge BTCl, its directors, officers, their employees and agents from any and all liability, claims for damages, causes of action, demands, costs, and expenses, for injury or damage, either personal or property, arising from or related to my (or my minor child's) participation in handling horses or horseback riding and use of BTCl's property.
6. I agree to indemnify, defend and hold harmless BTCl, its directors, officers, their employees and agents from any and all claims, demands, and causes of action, including court costs and actual attorney fees and costs, which occur or arise as a result of any claim of injury or loss suffered by me (or my minor child) arising from or related to participation in handling horses or horseback riding and use of BTCl's property.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I AM AWARE THAT BY SIGNING I AM WAIVING CERTAIN LEGAL RIGHTS I MAY HAVE AGAINST BTCl. I HAVE MADE A FREE AND DELIBERATE CHOICE TO SIGN IT AS A CONDITION TO BTCl ALLOWING ME OR MY CHILD TO RIDE OR HANDLE A HORSE.

If the person entering into this Agreement is under eighteen (18) years of age, his/her Parent or Guardian must read this Agreement and sign below on behalf of the minor.

DATE

SIGNATURE OF ___PARTICIPANT___PARENT OR GUARDIAN OF MINOR PARTICIPANT