

Dream Power Therapeutic Equestrian Center, Inc.

Empowering the mind, body & spirit through the majesty of the horse.

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Therapeutic Equestrian Center

LIABILITY WAIVER

Name: _____ **Age: (if under 18):** _____

Date: _____

Address: _____ **Phone:** _____

City: _____ **State:** _____ **Zip:** _____

E-mail (voluntary): _____

Emergency Contact: _____ **Phone:** _____

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.

Assumption of Risk

I acknowledge that the enjoyment and excitement of Horseback riding is derived in part from the inherent risk incurred by this activity. These inherent risks contribute to such enjoyment and excitement and are a reason for my child's participation. I am solely responsible for my decision to request that my child be allowed to participate in this activity. I understand and accept that Horseback riding involves dangers and risks which may include, but are not limited to the following:

- Horse behavior or temperament which includes biting, kicking or stepping on a person;
- Falling off or being thrown from a horse, such risk increases at higher speeds;
- Unforeseen maladjustment or malfunction of saddles and tack;
- Horseback riding on rugged terrain, including slippery trails;
- Injuries inflicted by animals, insects, plants or other participants;
- Accidents or illness in remote places without medical facilities;
- The forces of nature including lightning, unsuspected changes in terrain, weather changes, and others not named;
- The physical exertion associated with Horseback riding.

Release Agreement

In consideration of Dream Power Therapeutic Equestrian Center, Inc. furnishing horses to enable myself/my child to voluntarily participate in these equine and other activities in which my child may not be skilled, with the knowledge of the dangers and inherent risks involved, I hereby assume all risk of injury or loss of life to my child and loss of or damage to property arising out of my child's participation in such activities, including hazards associated with any defect in a manufacturer's product. I specifically waive, release, indemnify and hold harmless Dream Power Therapeutic Equestrian Center, Inc., its owners, operators, agents, volunteers, guides, employees, participants, and the Dream Power Therapeutic Equestrian Center, Inc. from and forever promise not to sue them on any and all claims, demands, rights, causes of action, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees), whether known or unknown, arising out of or in any way relating to my child's participation in these equine and other activities, including activities preliminary and subsequent thereto. I declare that I carry medical insurance fully covering my child and any and all injuries incurred. I further understand that Dream Power Therapeutic Equestrian Center, Inc. carries no medical insurance for the protection of participants in Horseback riding, and any insurance coverage existing with respect to Dream Power Therapeutic Equestrian Center, Inc. shall not alter the terms of this waiver nor impose any liability on Dream Power Therapeutic Equestrian Center, Inc.

I acknowledge that I have carefully read this release of liability and general agreement, and that I fully understand its contents and I agree to each of the provisions. I am aware that this is a complete release of liability, a waiver of legal rights and a contract between me and Dream Power Therapeutic Equestrian Center, Inc., and I sign it of my own free will. I further acknowledge that there are no warranties either expressed or implied, concerning the facilities, events or activities at Dream Power Therapeutic Equestrian Center, Inc. This release will remain in full force and effect for all visits by myself &/or my child to Dream Power Therapeutic Equestrian Center, Inc. unless I explicitly revoke it in writing and deliver such revocation in person to Dream Power Therapeutic Equestrian Center, Inc.. I also agree to direct my child to obey all Stable Rules and all other posted signs and oral and written instructions while participating in the equine and other activities.

IN WITNESS WHEREOF, the undersigned sets his/her hand and seal this _____ day of _____, 20____,
intending to be legally bound thereby.

SIGNATURE OF PARENT OR GUARDIAN OR RIDER: _____

PRINT NAME OF PARENT OR GUARDIAN OR RIDER: _____