

FULL RELEASE, ASSUMPTION OF RISK, INDEMNIFICATION, AND COVENANT

WARNING WARNING

UNDER GEORGIA LAW, ANY EQUINE ACTIVITY SPONSOR OR EQUINE PROFESSIONAL, MAY NOT BE LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES, PURSUANT TO THE OFFICIAL CODE OF GEORGIA ANNOTATED.

This Release ("Release") is given on the date set forth below in favor of Welcome Home Ranch, LLC, Rugby Horses, Ltd., Seventy-four Ranch^(sm), The Butler-Cape House, Larry Kent Butler, Pamela Martin Butler, Patrick Kennedy Butler, Gina Gifford Butler, Manuel Lozoya, Lourdes "Lulu" Varela, Luis Lozoya, Emmanuel Lozoya, Pamela Paulk, Melanie Fields, James Strack, Jr., April Weidenbenner, Lisa Ware, Rick Ware, John Brandreth, Samantha Brandreth, Eberardo Lozoya, Brandreth Farms, Inc., Sarah McAdoo, Ross Fletcher, Hemlock Landscaping, Michael Bray, Tami Tyson d/b/a Pedal Bone Farm and their employees, agents, representatives, lessees, successors and assigns, including, but not limited to the employees, agents and representatives of those employees ("Owner"), by

("Rider, Guest or Participant")

whose residence is _____

I, ("Rider, Guest or Participant") am advised and now know of the following regarding THE NATURE AND PHYSICAL CHARACTER OF THE HORSE/MULE:

WHILE DOMESTICATED, WELL TRAINED HORSES/MULES ARE USUALLY OBEDIENT, DOCILE, AND AFFECTIONATE, IT IS IMPORTANT TO UNDERSTAND THAT THEIR SURVIVAL INSTINCTS ARE WHAT HAS ALLOWED THE HORSE TO SURVIVE FROM PREHISTORIC TIMES TO THE PRESENT DAY.

I am advised that horses/mules are unpredictable by nature, with minds of their own, as are all animals both domestic and wild. The horse/mule is often somewhat high strung or nervous by nature. Horses are extremely strong and powerful physically. Horses are extremely heavy weighing from 600 to 1300 pounds on the average. These characteristics deserve a human being's utmost respect.

I am advised that when a horse/mule is frightened, angry, under stress or feels threatened it is his instinct to jump forward or sideways, to run away from danger at a trot or a gallop of speeds up to 35 miles per hour.

I am advised that if a horse/mule is frightened or feels threatened from behind, it may kick straight back, sideways in either direction, or even forward with either of its hind legs or front legs with tremendous force.

I am advised that if a horse/mule is frightened or feels threatened from above it or on its back, it may hunch its back and buck in a way that could throw a rider to the ground with tremendous force. A fall from a horse/mule will usually be from a height of 3 to 6 feet.

I am advised that if a horse/mule is frightened or feels threatened from the front, it may naturally react by rearing up with its front legs, strike with one or both front legs, bite with its teeth, throw its head up or from side to side, or run directly over whatever it fears in front of it.

I am advised that a human must always approach a horse/mule calmly and quietly and cautiously, preferably from near its shoulder or lower neck, talking soothingly to it.

I am advised that loud and or sudden unexpected movements, dropping of objects near a horse/mule, approaching vehicles or animals or people, ill fitting equipment or physical pain can provoke a domesticated horse/mule to react according to his natural protective instincts.

I am advised that the first signs of anger or fear in a horse/mule are the sudden tensing of the muscles of the body, possible laying its ears flat back against its head, or quickly tossing or raising its head, or sudden snorting through the nostrils accompanying at least one other warning sign.

I have been advised that a horse/mule can see independently with each eye, actually looking in one direction with one eye and another direction with the other eye, or it can focus both eyes on one object somewhere in front of it; that usually the direction the ear is pointing will tell an observer where the eye is looking on the same side, and consequently on what the horse/mule is likely concentrating on at that moment.

I have been advised that a horse/mule has two blind areas around it, which it cannot see. It cannot see directly behind it, nor what it is eating. This is the reason it is best to approach a horse/mule close to the shoulder, and never to surprise a horse/mule from the rear, or to reach first for the horse's/mule's mouth.

I have been advised that while a horse/mule is very sure-footed by nature, it may accidentally step on an object such as a human foot, when it is balancing itself or turning about; also that if a horse/mule is ridden or worked on unstable ground or slippery grass it could fall down injuring a rider or handler.

Whereas, Rider, Guest or Participant hereby represents and certifies that Rider, Guest or Participant has been trained and instructed in horseback riding, equestrian sports, and the safety measures related thereto, and further assumes full and complete responsibility for Rider, Guest or Participant's own safety in connection with the Activity; and

Whereas, Rider, Guest or Participant hereby represents and certifies that Rider, Guest or Participant understands completely all the inherent risks of participating in the Activity, in that Rider, Guest or Participant recognizes and appreciates the following:

The propensity of a horse to behave in ways that may result in injury, harm, or death to persons on or around them; and

The unpredictability of a horse's reaction to such things as sounds, sudden movement and unfamiliar objects, persons, or other animals; and

Certain hazards such as surface and subsurface conditions; and

Collisions with other horses or objects; and

The potential of another Rider, Guest or Participant to act in a negligent manner that may contribute to injury to the Rider, Guest or Participant or others, such as failing to maintain control over the animal or not acting within his or her ability; and

The inherent risks involved in ranch life, including poisonous snakes and plants, holes and burrows of animals, contagious animal diseases, falls, becoming lost, sunburn, shooting from and around horses and mules and riding in horsedrawn wagons and coaches, and the numerous other risks associated with outdoor activities in general; and

Whereas, any tack or equipment provided to Rider, Guest or Participant has been inspected by Rider, Guest or Participant and Owner has made no warranties as to the condition of said tack or equipment; and

Whereas, in the event Rider, Guest or Participant will ride a horse provided by Owner, Rider, Guest or Participant has informed Owner of Rider, Guest or Participant's ability level and Owner has attempted to provide Rider, Guest or Participant with a horse based upon the ability Rider, Guest or Participant has represented to Owner; and

Whereas, Owner has informed Rider, Guest or Participant of any and all dangerous latent conditions of which Owner is aware which exist on the property of Owner and other land owners; and

Whereas, Owner may or may not lead or direct the Activity, but Rider, Guest or Participant assumes full and complete responsibility for Rider, Guest or Participant's decision to participate in the Activity and to follow Owner, or other leaders or directors; and

Whereas, Owner allows Rider, Guest or Participant to participate in the Activity in reliance upon the foregoing representations and certifications by Rider, Guest or Participant;

NOW THEREFORE, in consideration of Owner's permission to allow Rider, Guest or Participant to participate in the Activity, to pass through and utilize the property of Owner and other land owners, and, if applicable, to utilize Owner's horse and equipment, wagons or coaches, the receipt and sufficiency of such considerations Rider, Guest or Participant hereby acknowledges, Rider, Guest or Participant hereby represents, warrants, states, stipulates, and agrees as follows:

ASSUMPTION OF RISK. The Rider, Guest or Participant hereby acknowledges and understands that the foregoing recitals are true and correct. Despite the foregoing and other risks, whether foreseen or unforeseen, and fully understanding such risks, Rider, Guest or Participant desires to participate in the Activity, and hereby personally assumes and takes responsibility for all risks and all of his decisions in connection with the Activity. All Activities are voluntary at all times and Rider, Guest or Participant may and will withdraw from participation at any time Rider, Guest or Participant deems prudent.

INDEMNIFICATION. Rider, Guest or Participant hereby agrees and undertakes to indemnify and save and hold harmless Owner from any and all claims for loss, injury, or damage to person or property by Rider, Guest or Participant arising out of Rider, Guest or Participant's participation in the Activity.

COVENANT NOT TO SUE. Rider, Guest or Participant hereby agrees and covenants not to sue Owner nor to hold him liable for any injury, including death, resulting from Rider, Guest or Participant's participating in the Activity.

LAND BELONGING TO OTHERS. Rider, Guest or Participant acknowledges and understands that while participating in the Activity, Rider, Guest or Participant may be on properties or premises which are not owned by Owner. Rider, Guest or Participant understands that Rider, Guest or Participant is not paying to any other land owner any fee or sum for the right to travel over or be present on that land owner's property. Rider, Guest or Participant understands that through the courtesy of such land owner, Rider, Guest or Participant is permitted during the Activity to be present on such property. Rider, Guest or Participant understands that it shall be deemed to be a trespass to be present upon the property of such other land owner, except during the Activity. Rider, Guest or Participant understands and agrees that the terms of this Release shall apply to such other land owners, and that they may not be held liable by Rider, Guest or Participant in any way for any injury, damage, or death that may result to Rider, Guest or Participant while on their property.

GENERAL. Owner does not warrant nor represent that Owner's property or the property of others is free from hazards, defects, or dangers. Specifically, Activities will be carried out on open range and wilderness which contain a large variety of hazards, including but not limited to loose rock, bogs, holes, cave-ins, stray wires, limbs and trees, wild animals, ledges, narrow and steep trails, and trails which terminate without opportunity to reverse direction. Rider, Guest or Participant hereby certifies to Owner that Rider, Guest or Participant is in good health, is eighteen (18) years of age or older, and is legally competent to execute this Release. Rider, Guest or Participant understands and acknowledges that the terms hereof are contractual and are not mere recitals. The terms Owner and Rider, Guest or Participant herein shall include all family members, employees, heirs, administrators, executors, successors, and assigns of each party. Rider, Guest or Participant certifies that s/he has informed himself or herself of the contents of this Release by reading it and acknowledges his understanding of the terms of the Release. Rider, Guest or Participant signs this Release as his own free act and deed.

THIS IS A FULL AND COMPLETE RELEASE OF YOUR RIGHT TO RECOVER AGAINST OWNERS AND THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, LEASEES, SUCCESSORS, AND ASSIGNS INCLUDING, BUT NOT LIMITED TO _____ (OUTFITTER AND/OR INSTRUCTOR) AND ITS EMPLOYEES, AGENTS, REPRESENTATIVES, LESSEES, SUCCESSORS AND ASSIGNS INCLUDING, BUT NOT LIMITED TO ITS EMPLOYEES AND THEIR AGENTS AND REPRESENTATIVES FOR INJURY OR DEATH RESULTING FROM YOUR PARTICIPATION IN THIS HORSEBACK RIDING ACTIVITY AND RANCH LIVING EXPERIENCE.

READ CAREFULLY BEFORE SIGNING.

THIS IS A LEGAL DOCUMENT WHICH MAY CHANGE YOUR LEGAL RIGHTS AND REMEDIES IF YOU ARE INJURED. PLEASE READ IT CAREFULLY; IF YOU DO NOT UNDERSTAND IT – SEEK A LAWYER'S ADVICE BEFORE YOU SIGN IT.

THIS IS A RELEASE OF LIABILITY.

DO NOT SIGN THE RELEASE IF YOU DO NOT UNDERSTAND OR DO NOT AGREE WITH ITS TERMS. BY SIGNING I HEREBY ACKNOWLEDGE THAT I HAVE FULLY READ, COMPREHENDED AND UNDERSTAND THE ENTIRE CONTENTS HEREOF.

LESS THAN 18 YEARS OF AGE, SIGNATURE OF PARENT OR GUARDIAN IS REQUIRED.

Welcome Home Ranch, LLC, Rugby Horses, Ltd., Seventy-four Ranch^(sm) and The Butler-Cape House have available helmets of varying sizes that we encourage all of our guests to use while riding horses. However, if you wish to exercise your and your family's option not to wear a helmet while riding our horses, please initial here: _____

In Witness Whereof, Rider, Guest or Participant executes this Release after reading it and certifies his understanding and agreement to the terms hereof by Rider, Guest or Participant's signature on this

_____ day of _____, 200__.

WITNESS SIGNATURE:

RIDER, GUEST OR PARTICIPANT'S SIGNATURE:

PARENT SIGNATURE, IF UNDER AGE 18:
