**Chastain Horse Park, LTD**

**4371 Powers Ferry Road**

**Atlanta, GA 30327**

 **404-252-4244**

**RELEASE AND HOLD HARMLESS 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 ANIMAL activities PURSUANT TO CHAPTER 12 OF TITLE 4 OF THE OFFICIAL CODE OF GEORGIA ANNOTATED.**

**WITNESS THIS AGREEMENT** this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“**Releasor**”) in favor of Chastain Horse Park, LTD, a Georgia nonprofit corporation (“**CHP**”). In return for access to CHP’s property, the services provided, and the use of any facilities, equipment and equines of CHP and/or on the property on the date set forth above and on all future dates, the covenants and agreements hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Releasor on behalf of Releasor and Releasor’s heirs, assigns, parents, guardians and representatives, officers, directors, employees, agents, independent contractors, volunteers, affiliates, subsidiaries, successors and permitted assigns hereby agrees as follows:

**1. INHERENT RISKS AND ASSUMPTION OF RISKS**. Releasor hereby expressly acknowledges the **inherent risks** of **death, injuries or other harm** to Releasor and any other person and/or property arising from, related to, associated with or otherwise connected with any equine-related activity (“**Equine Activity**”), including but not limited to, riding, participating in any equine-related activity, and/or observing or being present around any equine or other equine-related activity.

Releasor **hereby expressly assumes any and all risks** arising from, related to, associated with, or otherwise connected with **any** **Equine Activity regarding, related to or pertaining to CHP in any away** (“**CHP Equine Activity**”), including but not limited to: (a) any Equine Activity on CHP’s premises; (b) any Equine Activity in which any equine, equipment, or other property, which CHP owns, leases, or otherwise uses, is used; and/or (c) any Equine Activity, which involves the participation in any way, direct or indirect, of CHP, or any of CHP’s officers, directors, employees, agents, independent contractors, volunteers, or affiliates, including but not limited to, any instruction, supervision, or sponsorship of any Equine Activity or providing or arranging transportation of Releasor or Releasor’s equine, equipment or other property.

The risks, which Releasor hereby expressly assumes above, include but are not limited to, **to death, injury or harm to Releasor or any other person accompanying Releasor and damage to any property** arising from, related to, associated with, or otherwise connected with: (i) any equine running, bucking, biting, kicking, shying, stumbling, rearing, throwing any person off, dragging any person, falling or stepping on any person, or equipment malfunction or failure; (ii) the nature of any equine to be unpredictable and subject to animal whim; (iii) the unpredictability of any equine’s reactions to anything, including but not limited to, sounds, sudden movement and unfamiliar objects, persons or other animals; (iv) the propensity of any equine to behave unpredictably and/or dangerously (v) hazards, such as surface and subsurface conditions; (vi) collisions with other animals; (vii) the limited availability of emergency medical care; and (viii) the potential of Releasor, CHP and/or CHP’s officers, directors, employees, agents, independent contractors, volunteers, affiliates, and subsidiaries, and the owner of any interest in any equine located on the property of CHP, or any other person to act in a negligent manner, including but not limited to, negligently failing to maintain control over an animal, not acting within his or her abilities, or negligently providing or arranging transportation of Releasor or Releasor’s equine, equipment or other property.

In addition to the foregoing, **Releasor hereby expressly assumes any and all risks arising from, related to, associated with, or otherwise connected with Releasor’s presence on CHP’s premises or the presence of any person accompanying Releasor on CHP’s premises**, including but not limited to, any injury or harm to Releasor or any person accompanying Releasor on CHP’s premises, and/or any damage, destruction, or theft of any property on CHP’s premises. Releasor acknowledges and agrees that while on CHP’s premises, it is the sole responsibilities of Releasor and anyone accompanying Releasor to protect himself/herself, each other, and any property on CHP’s premises, and that CHP shall have no responsibilities or obligations to do the same.

By way of further example only, and without limiting any of the foregoing, Releasor acknowledges and fully understands that the behavior of any animal may be contingent upon the abilities and limitations of the person(s) interacting with the animal and assumes any all risks arising therefrom, related to, associated therewith or otherwise connected therewith. Releasor further warrants, represents and agrees that Releasor has made a full and fair disclosure of Releasor’s abilities and limitations to CHP, and CHP reserves the right to refuse to provide services to Releasor if CHP determines in its sole discretion that Releasor for any reason is unable to participate in any service provided by CHP or could harm any person or any equine, facility, equipment or other property owned or used by CHP (regardless of its location), or any other property located on CHP’s premises; provided, however, that CHP shall have no duty or any other obligation to determine whether Releasor or any other person is a risk of any such harm or has the ability to participate in any service provided by CHP, and Releasor is not relying upon any such determination by CHP.

By way of example only, and without limiting any of the foregoing, Releasor also acknowledges and fully understands that CHP’s premises is located in a residential environment along heavily traveled roads and that there will be frequent road noises from vehicles, trucks, nearby school children and other sources, and there may be foot traffic through CHP’s premises, including but not limited to, the barns.

By way of example only, and without limiting any of the foregoing, Releasor acknowledges and fully understands that Releasor and any person accompanying Releasor uses any of CHP’s services, premises and any equine, facility, equipment or other property owned or used by CHP (whether located on CHP’s premises or not), at his or her own risk.

**2.** **WAIVER, INDEMNIFICATION, RELEASE AND HOLD HARMLESS**. Releasor **hereby expressly waives and agrees to indemnify, release, hold harmless and defend CHP** and the City of Atlanta **and any and all of CHP’s** (and/or the City of Atlanta’s) **officers, directors, employees, agents, independent contractors, volunteers, affiliates, subsidiaries, successors, permitted assigns, and the owner of any interest in any equine used by CHP** (singly “**Releasee**” and collectively “**Releasees**”), from and against, any and all claims, demands, liabilities, obligations, causes of action, damages, losses, judgments, orders, costs or expenses, including but not limited to, reasonable attorney’s fees and expenses, whether actually incurred or not, whether now existing or hereafter accruing or maturing at any time, and irrespective of how arising and however caused, which may **in any way arise from, relate to, or be in any way associated with or connected with any CHP Equine Activity, the negligence of CHP or any other Releasee (except willful or wanton negligence or misconduct), the presence of Releasor or any person accompanying Releasor on CHP’s premises, or the presence of any property of Releasor or any person accompanying Releasor on CHP’s premises, including, but not limited to, loss or damage of any equipment or personal property; personal or bodily injury, death or illness to Releasor or anyone accompanying Releasor** (“**Released Claims**”).

Releasor agrees and covenants never to bring any action at law or in equity against CHP or the City of Atlanta, or their officers, directors, employees, agents, independent contractors, volunteers, affiliates, subsidiaries, successors, permitted assigns, or the owner of any equine located on the property of CHP, arising from or related to any of its Released Claims.

In the event any suit is brought by either CHP or Releasor to enforce any provision of this Agreement, the prevailing party shall be entitled to collect his/her/its expenses of litigation, including but not limited to, reasonable attorney’s fees and costs.

**3.** **HEALTH OF EQUINE**. If Releasor is using Releasor’s own equine, or an equine not owned by CHP, Releasor warrants said equine shall be free from infectious, contagious or transmittable diseases. CHP reserves the right to refuse access or use of any equine upon CHP’s property or in any sponsored or related activity that does not appear in CHP’s sole discretion to be in good health, dangerous or desirable; provided, however, that CHP shall have no duty or any other obligation to determine that any equine on CHP’s property or in any sponsored or related activity is or appears to be free from any disease, is in good health, or is not dangerous or undesirable; and Releasor is not relying upon any such determination by CHP.

**4. WAIVER.** Releasor agrees to waive the protection of any applicable statutes in this jurisdiction with a purpose, substance and/or effect which 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 said release.

**5.** **CONSENT TO USE OF IMAGE AND LIKENESS.** In addition to the above, Releasor agrees to allow CHP and/or PATH Intl. to take or record photographs, videos, and/or audio of Releasor and any family member or other person accompanying Releasor to any CHP Equine Activity and use any such photograph, video, or audio for the purposes of advertising, marketing or other promotional material, educational activities, exhibitions or for any other use for the benefit of CHP and/or PATH Intl.

**6. RULES AND REGULATIONS**. Releasor agrees to strictly adhere to that certain Policy Agreement, which is hereby expressly incorporated by reference as though fully stated herein, and to strictly abide by and follow any other rules and regulations of CHP, which shall be posted and/or available from time to time.

**7. EMERGENCY MEDICAL TREATMENT.** The officers, directors, employees, agents, independent contractors, volunteers, affiliates, and subsidiaries of CHP have Releasor’s permission to use their sole judgement with regard to medical treatment in case of emergency until Releasor or emergency contacts can be reached. Should Releasor or emergency contacts not respond immediately, Releasor hereby authorizes any physician or hospital to proceed immediately with treatment should Releasor require emergency treatment.

**8.** **ENTIRE AGREEMENT**. This Agreement and that certain Policy Agreement, which is hereby expressly incorporated by reference as though fully stated herein, and any other written agreement between the parties signed by CHP and dated by CHP on the same date above or thereafter, if any, constitutes the entire agreement between the parties hereto, and there are no other agreements between the parties hereto except as expressly set forth herein. No other agreements, promises or representations, verbal or implied, are included. In the event the terms of this Agreement conflict with any terms of said Policy Agreement, this Agreement shall control. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or enforceability of the remainder of this Agreement, the Policy Agreement, or any other written agreement between the parties signed by CHP and dated by CHP on the same date above or thereafter, if any.

**9. EXECUTION OF DOCUMENTS**. Releasor agrees to cooperate in good faith, and timely execute and deliver any additional documents and instruments, perform any additional acts, and do all things necessary or appropriate to effectuate any of the provisions and conditions set forth in this Agreement; provided, however, that such acts, things, agreements, instruments, and/or documents do not impose additional obligations than those required by this Agreement. This Agreement and any additional documents and instruments may be executed and delivered by facsimile, electronic transmission or otherwise, including telecopied or electronic signatures and signature pages.

**10. LAW**. This Agreement shall be governed by the laws of the State of Georgia.

**11. NO THIRD-PARTY BENEFICIARIES**. This Agreement is solely for the benefit of the parties and the City of Atlanta, including but not limited to any party’s (or the City of Atlanta’s) officers, directors, employees, agents, independent contractors, volunteers, affiliates, subsidiaries, successors and permitted assigns. No other person or entity will be a beneficiary of any of the provisions of this Agreement, and the parties specifically deny any intention to benefit any such person or entity.

**12 WARRANTIES OF AUTHORITY OF GROUP**. Any person signing on behalf of Group below represents, warrants and agrees that (a) he or she has the legal right, power, capacity, and authority to execute and enter into this Agreement on behalf of Group, to bind Group to this Agreement, and to perform all other acts as may be necessary in connection with the performance of this Agreement; (b) said person is at least 18 years of age; (c) said person consents to and approves in all respects to this Agreement and Group’s execution of this Agreement, and (d) agrees that Group shall be bound by this Agreement.

**13.** **WARRANTIES OF AUTHORITY OF PARENT OR GUARDIAN OF RELEASOR**. Any parent or legal guardian signing on behalf of Releasor belowrepresents, warrants, and agrees that (a) he or she is the parent or legal guardian of the Releasor; (b) no court has issued any order, judgment, or decree granting custody of the Releasor to anyone else or otherwise affecting his or her rights as parent or legal guardian; (c) Releasor has not been emancipated; (d) said parent or legal guardian has the legal right, power, capacity, and authority to execute and enter into this Agreement on behalf of Releasor and said parent or legal guardian and to bind Releasor and said parent or guardian to this Agreement, and to perform all other acts as may be necessary in connection with the performance of this Agreement; (e) said parent or legal guardian is at least 18 years of age; (f) said parent or guardian hereby consents to and approves in all respects to this Agreement and Releasor’s execution of this Agreement, and (g) agrees that both Releasor and said parent or legal guardian shall be bound by this Agreement.

**RELEASOR**

**(IF PARTICIPANT)**

**Name of Participant (Print) Date of Birth**

**Name of Parent/Legal Guardian Date of Birth**

**Mailing Address Email Address**

**City State Zip Code**

**Home Phone Work Phone Mobile Phone**

**Signature of Participant Date Signed**

**[or Parent/Legal Guardian, individually, on behalf of himself/herself and on behalf of Participant]**

**(OR IF GROUP, FILL OUT AND SIGN NEXT PAGE)**

**(GROUP)**

**Name of Group (Print)**

**Mailing Address Email Address**

**City State Zip Code**

**Home Phone Work Phone Mobile Phone**

**Name and Title of Person Signing on Behalf of Group**

**Signature of Person Signing on Behalf of Group Date Signed**