

**WAIVER AND RELEASE OF LIABILITY**

**ASSUMPTION OF RISK; LIABILITY; INDEMNITY:** In consideration of the risk of injury while participating in any activities (the "Activity") on the property located at 118 Old Mill Road, Cartersville, GA 30120 and as consideration for the right to participate in any Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in any Activity, and do hereby release and forever discharge HHH Holdings, LLC, the Equestrian Preserve, Old Mill Farm and their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity.

I am voluntarily participating in the aforementioned Activity and I am participating in the Activity entirely at my own risk. I am aware of the risks associated with traveling to and from as well as participating in this Activity, which may include, but are not limited to, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and death. I understand that these injuries or outcomes may arise from my own or others' negligence, conditions related to travel, or the condition of the location(s). Nonetheless, I assume all related risks, both known or unknown to me of my participation in this Activity, including travel to, from and during this Activity.

I agree to indemnify and hold harmless HHH Holdings, LLC, the Equestrian Preserve, Old Mill Farm, against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought to me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If HHH Holdings, LLC, the Equestrian Preserve, Old Mill Farm incurs any of these types of expenses, I agree to reimburse HHH Holdings, LLC, the Equestrian Preserve, Old Mill Farm.

I acknowledge that HHH Holdings, LLC, the Equestrian Preserve, Old Mill Farm and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of HHH Holdings, LLC, the Equestrian Preserve, Old Mill Farm.

I acknowledge that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by loose horses, terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event.

I acknowledge that I have carefully read this "waiver and release" and fully understand that it is a release of liability. I expressly agree to release and discharge HHH Holdings, LLC, the Equestrian Preserve, Old Mill Farm and all of its affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring a legal action against HHH Holdings, LLC, the Equestrian Preserve, Old Mill Farm for personal injury or property damage.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of HHH Holdings, LLC, the Equestrian Preserve, Old Mill Farm., its agents, and employees.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

In the event that any damage to animals, equipment or facilities occurs as a result of me or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

This Agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the Participant, HHH Holdings, LLC, the Equestrian Preserve, Old Mill Farm agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

**USE OF IMAGE, VOICE AND OR LIKENESS GRANTED:** The Participant hereby grants permission to HHH Holdings, LLC, the Equestrian Preserve, Old Mill Farm, the Participant and its accompanied minor(s) for the use of its image, voice or likeness including any and all recorded images or likeness related to the event the may be filmed, videoed or photographed which may be used for any and all promotional purposes including but not limited to electronic television broadcast, internet and print media, and further waive all rights to any compensation, as a result of the use of the Participant's image, name or likeness being used in any way. Participant also represents that it has legal capacity and authority to act for and on behalf of the accompanied minor and agree to indemnify and hold harmless the property for the use of the image.

In the event of an emergency, please contact the following person(s) in the order presented:

**Emergency Contact**

**Contact Relationship**

**Contact Telephone**

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**Participant's Name:** \_\_\_\_\_

**Participants Address:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**PARENT / GUARDIAN WAIVER FOR MINORS**

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows:

I hereby certify that I am the parent or guardian of named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

**Parent/Guardian Name:** \_\_\_\_\_

**Relationship to Minor:** \_\_\_\_\_

**Parent/Guardian's Address:** \_\_\_\_\_

**Parent/Guardian's Phone:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**WARNING Under Georgia law, and equine activity sponsor or equine professional is not liable for an injury to or 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.**