

The Equestrian Preserve at Old Mill Farm and Old Mill Farm Property Waiver (Exhibit E)

Waiver of Liability, Assumption of Risk, Covenant Not to Sue, and Release and Hold Harmless Agreement.

By signing this waiver/release, I agree to hold harmless, discharge, release and indemnify the Equestrian Preserve at Old Mill Farm, Old Mill Farm, Catalyst Stables, LLC., Anthony-Scott and Phoebe Hobbs, William Wright, and their agents, servants, volunteers, employees, officers, companies, partnerships, representatives, heirs, successors and assign each and every member of his/her family from any liability whatsoever and **AGREE NOT TO SUE** on account of or connection with in any way claims, causes of action, injuries, damages, costs, expenses or loss to myself, my family, my children, my horse, my property, my friends, guests and/or any others as a result of any interaction or participation of any kind equine or otherwise that takes place on the Old Mill Farm property located at 108/118 Old Mill Road, Cartersville, GA, or any interaction or participation with horses except in the event of wanton and willful negligence. I hereby release and relieve the Equestrian Preserve at Old Mill Farm, Old Mill Farm, Catalyst Stables, LLC., Anthony-Scott and Phoebe Hobbs, William Wright, and their agents, servants, volunteers, employees, officers, companies, partnerships, representatives, heirs, successors and assign each and every member of his/her family from any liability whatsoever for an loss, claim, damage, injury or death which I, my child/children, horse, or any other person claiming by, through or under me may suffer or sustain as a result of participation or interaction of any kind, equine or otherwise that takes place at Old Mill Farm located at 108/118 Old Mill Road, Cartersville, GA. I hereby waive any rights I may have to bring claim or suit against any said individuals arising out of any such damage, injury or death.

IT IS THE RESPONSIBILITY OF THE EQUINE PARTICIPANT to carry full and complete insurance coverage on his/her horse(es), personal property and himself/herself. I further understand and grant permission for treatment if an emergency medical treatment is required and to be transported to the closest medical facility at my expense.

I understand and agree and have accepted all rules and regulations that are currently in effect or may be established from time to time by the Equestrian Preserve at Old Mill Farm, Old Mill Farm, Catalyst Stables, LLC., Anthony-Scott and Phoebe Hobbs, William Wright and their agents, servants, employees or officers. My failure to abide by such rules and regulations may result in the Equestrian Preserve at Old Mill Farm, Old Mill

Farm, Catalyst Stables, LLC., Anthony-Scott and Phoebe Hobbs, William Wright and their agents, servants, employees or officers prohibiting my participation in any equine related activities at the Old Mill Farm property located at 108/118 Old Mill Road, Cartersville, GA.

I, _____ have read, understand, acknowledge and confirm, and freely and voluntarily enter into the RELEASE and hold harmless agreement with the Equestrian Preserve at Old Mill Farm, Old Mill Farm, Catalyst Stables, LLC., Anthony-Scott and Phoebe Hobbs, William Wright, and their agents, servants, volunteers, employees, officers, companies, partnerships, representatives, heirs, successors and assign each and every member of his/her family from any liability whatsoever. I fully understand and acknowledge the potential danger that I or my child/children could incur in possible injury or death to myself, my child/children, other people and/or horses by mounting, riding, walking, feeding, including but not limited to any interaction or participation with horses.

WARNING

Under Georgia law, any equine sponsor or equine professional is not liable for an injury or death of a participant in equine activities resulting from the inherent risk of equine activities, pursuant to Chapter 12 of Title 4 of the Official Code of Georgia Annotated.

NAME: _____

ADDRESS: _____

PHONE #: _____

SIGNATURE: _____ **DATE:** _____