

VALLEY HILL FARM
3651 NOAH STATION ROAD
KEYSVILLE, GA 30816
(706)547-7612

RELEASE AND INDEMNIFICATION AGREEMENT

THIS INDEMNIFICATION AGREEMENT, (the "Agreement") is executed by _____, whose current address is _____, and whose telephone number is _____ (the "Releasor").

WHEREAS, Releasor understands and agrees that the term "Horseback Riding Activities", when used in this Agreement, means riding (including but not limited to cross-country riding, jumping, hunting and training of horses) care for horses, horseback riding lessons(including but not limited to lessons for cross-country riding, jumping, hunting, training of horses and care for horses), horse shows, and all other equestrian and related activities.

WHEREAS, Releasor understands and agrees that participation in, observation of, and/or attendance at horseback riding activities are very dangerous and may cause serious injury, permanent disability, or death.

WHEREAS, Releasor understands and agrees that participation in, observation of, and/or attendance at horseback riding activities may cause damage to, or destruction of property.

WHEREAS, Releasor, with a full understanding of the above described dangers to persons and risks to property associated with horseback riding activities, desires that he and/or his child(ren) here named _____ (the "Child(ren)") and/or the guest(s) of any of them, participate in, observe, and/or attend horseback riding activities

WHEREAS, Releasor understands that Valley Hill Farm, Barbara B. Lee, and/or W. Thomas Lee will not permit Releasor, Releasor's child(ren), and/or guests of any of them to participate in, observe and/or attend horseback riding activities before Releasor executes this agreement/

NOW THEREFORE, in consideration of (i) the provision of horseback riding activities by Valley Hill Farm, Barbara B. Lee, and/or W. Thomas Lee, (ii) the provision of any horse by the owner or lessee of that horse for the use of Releasor and/or his child(ren), and (iii) the provision of any property where horseback riding activities take place by the owner or lessee of such property, Releasor, intending to be legally bound, agrees as follows:

1. Releasor assumes all risk of liability arising from or pertaining to participation in, observation of, or attendance at horseback riding activities by Releasor, his child(ren), and/or the guest(s) of any of them.
2. Releasor agrees to release, indemnify and hold harmless Valley Hill Farm, Barbara B. Lee, W. Thomas Lee, the owner or lessee of any horse used in horseback riding activities, the owner or lessee of any property where horseback riding activities take place, and each of them, and the successors, heirs, legal representatives, assigns, estate and employees of each of them, (the "Releasees") from and against any and all causes of action, claims for loss, or claims for relief of any nature whatsoever for any kind of damages, costs or expenses (including attorney's fees and amounts reasonably paid in settlement) that may arise out of, be connected with or result from participation in, observation of and/or attendance at horseback riding activities by Releasor, his child(ren), and/or the guests of any of them, regardless of whether any said cause of action, claim for loss or claim for relief is instituted by Releasor, by any of Releasor's child(ren) by the guest(s) of any of them, or by the guardian, next of kin, or legal representative of any of them, and regardless of whether said damages, costs

or expenses arise out of, are connected with or result from the condition of any property where horseback riding activities take place or any latent or concealed conditions or dangers now or hereafter thereon, and regardless of whether said damages, costs or expenses may be caused or claimed to be caused in whole or in part by acts of negligence of Releasees or any one of them.

3. Releasor specifically represents and warrants that Releasor carries accident, health and hospitalization insurance which will cover any injury or disability to or death of Releasor and/or his child(ren).

4. Releasor specifically acknowledges that this Agreement contains the following warning:

WARNING

Under Georgia law, an 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.

5. This Agreement shall bind the Releasor as well as his successors, heirs, legal representatives, assigns, and estate.

6. All words herein in the male, female, neuter, singular or plural form shall be deemed to include the masculine, feminine, neuter, singular or plural forms, as the context may require.

7. Nothing herein shall be construed to prevent Valley Hill Farm, Barbara B. Lee, and/or W. Thomas Lee from requiring that any guest (or the parent or guardian of any guest) of Releasor and/or his child(ren) execute a separate Release and Indemnification Agreement.

8. The validity, construction, interpretation and effect of this agreement shall be governed by and determined in accordance with the laws of the State of Georgia, except to the extent preempted by federal law, which shall govern to the extent required by such law. In furtherance of the foregoing, the parties hereto agree to submit to the jurisdiction of a court of competent jurisdiction located at Augusta, Georgia for resolution or any disputes, controversies or claims pertaining to or arising out of this agreement.

9. The invalidity of any portion of this Agreement shall not affect the validity of the remainder hereof.

10. Releasor represents and warrants that he has fully read the foregoing Agreement in its entirety, and knows and understands the contents of this document and signs it of his own free act.

IN WITNESS WHEREOF, Releasor has signed and sealed this Agreement this _____ day of _____, in the year _____.

Signature of Releasor