



IRON HORSE RELEASE OF LIABILITY

This Agreement is made effective as of the _____ day of _____, 20__ (hereinafter "Effective Date") by and between Christine Johnston Enterprise, Inc. d/b/a Iron Horse (hereinafter referred to as "Iron Horse") and _____ (hereinafter referred to as "Owner").

1. Rider acknowledges there are inherent risks associated with equine activities and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability.

2. Rider acknowledges that horses, by their very nature are unpredictable and subject to animal whim. Rider assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising therefrom. Rider agrees to abide my Iron Horse rules and regulations which shall be posted and/or available from time to time. Rider further acknowledges that the behavior of any animal is contingent to some extent upon the ability of the Rider. Rider assumes all risk therefor and warrants that a full and fair disclosure of Rider's abilities has been made to Iron Horse.

3. Rider expressly releases Iron Horse from any and all claims for personal injury or property damage, even if caused by negligence (if allowed by the laws of the State of Georgia) by Iron Horse or its representatives, agents or employees.

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.

4. Rider agrees to hold harmless, indemnify and defend Iron Horse against, and hold harmless from, any and all claims, demands, causes of action, damages, judgments, orders, costs or expenses, including attorney's fees whether actually incurred or not, which may in any way arise from or be connected with Rider's use of or presence upon the premises of Iron Horse.

5. Any action or claim brought by Owner against Iron Horse for breach of this Agreement or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs, or within one (1) year of the date Owner receives notification that such loss occurred.

6. Rider agrees to waive the protection of any applicable statutes in this jurisdiction whose purpose, substance and/or effect 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 this release.

For Iron Horse:

Signature for Iron Horse

Date signed

For Rider:

Signature of Rider

Date signed

Signature of Parent if Rider is under age 18 at time of signing

Date signed

Address:

Telephone:

Emergency Telephone:

Email Address:

