

**PARTICIPATION AGREEMENT FOR HORSEBACK RIDING
EXPLANATION OF INHERENT RISKS AND RELEASE OF LIABILITY**

WARNING

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

Horseback riding is classified as a "Rugged Adventure Recreational Sport Activity" and there are numerous obvious and non-obvious inherent risks of injury always present in such an activity despite all safety precaution. Upon mounting the horse and taking up the reins, the rider is in primary control of the horse and the rider's safety depends largely on his/her ability to carry out simple instructions and his/her ability to remain balanced aboard the moving animal. Riders agree that they shall be responsible for their own safety and that of an unborn child, if the rider is pregnant. **City Wide Horse Rides advises pregnant women NOT to ride horses, unless permission is given under the advise of her physician.**

While horseback riding, riders may encounter wild animals, reptiles and insects which are not tame and which may be savage and unpredictable in nature, wandering at their will. Riders may also encounter aircraft or other flying or flapping objects, or variations in terrain or conditions of nature which can scare a horse, cause it to fall, or react in some other unsafe way, which may result in injury or damages. I/We voluntarily acknowledge assumption of the risk for these hazards, which include thunder, lightning, rain, wind, water, snow, bites or stings from insects, reptile, or other wild animals, mud, water, rocks, trees, growth, debris, and other hazardous surface or subsurface conditions and obstacles, constantly subject to change according to weather and temperature.

City Wide Horse Rides select rental horses for their calm dispositions and sound training as is required for riding horses for the novice and beginning riders. Even so, any animal, irrespective of its training and usual past behavior and characteristics, may act or react unexpectedly or unpredictably at times. If frightened or provoked, a horse may divert from its training and act according to natural survival instincts, which may include, but not be limited to: stopping short, changing directions or speed, shifting its weight, bucking, rearing, kicking, biting or running from danger. Horses may sometimes step on a person's feet, make other unpredictable movements, push or shove a person, stumble, or trip. Saddles and bridles may also loosen or break_ all of which may cause the rider to fall or be jolted, resulting in injury or death. **No horse can be guaranteed to be a completely safe horse.**

In an effort to make the activity of horseback riding as safe as it can be, the trail guides will instruct riders verbally concerning safety issues and the correct mechanics of riding. It is vital that participants listen and follow the guide's instructions to decrease the possibility of serious injury or even death. It is further required that riders wear a protective helmet.

Having carefully read this agreement and fully understanding the contents, I/We are aware that no horse can be guaranteed to be a completely safe horse and that the risk of injury is always present when horseback riding. The rider(s) named below have voluntarily expressed a desire to handle or ride a horse, and to use saddles, bridles, equipment and gear provided to riders by City Wide Horse Rides. I/We agree to assume all risk of injury or death caused by participating in the activity of horseback riding, whatever the cause, and do hereby agree to hold harmless and release City Wide Horse Rides, its owners, agents, employees, officers, members, the premises owners, and insurers from legal liability due to ordinary negligence. I/We further attest that I/We are not under the influence of alcohol and/or any illegal controlled substance; that I/We will use a protective helmet at no charge; that I/We agree to abide by the safety guidelines, and that I/We have entered into this Participation Agreement of my/ our own free will.

Signature of Rider(s)

Date

Name of Rider(s) (Please Print)

Address

Contact Number