

GOLD CITY CORRAL & CARRIAGE CO., INC.
RELEASE AND ASSUMPTION OF RISK

NOTICE: All riders must sign a release prior to riding. If you are 18 years of age or older, you may sign a release when you arrive. Others may complete below and have it signed in advance by THE RIDER AND PARENT OR LEGAL GUARDIAN. ALL SIGNATURES MUST BE WITNESSED. Please make sure you read every section carefully and the entire Release is completely filled in by both the rider and PARENT OR LEGAL GUARDIAN, otherwise the rider will not be able to participate in any ride. If you need additional copies, they are available by calling 706-867-9395.

REGISTRATION OF RIDER AND AGEEMENT PURPOSE. In consideration of the payment of a fee and the signing of this agreement, I, the following listed individual, and the parent or legal guardians thereof if a minor, do hereby agree to hire from Gold City Corral a horse, tack and equipment, personnel and trail for the purpose of horseback trail riding today and on all future dates:

RIDER NAME (please print)	AGE	Weight (Over 250lb)	Horseback Riding Experience
_____	_____	_____ () Yes () Under 10 Hours () Over 50 Hours	() No () 10-15 Hours () Own a horse

Does the rider have a physical or mental condition, which may affect his/her safety or ability to ride a horse, or which we should be aware?
() Yes () No (Check one).

If "yes" how can we help the rider with his/her special needs?

AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS: this agreement shall be legally binding upon me, the registered rider, and the parent or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and is shall be interpreted according to the laws of the state and county of which Gold City Corral is physically located. If any clause, phrase, or word is in conflict with state law, then that single part is null and void. The term "horse" herein shall refer to riding or otherwise handling of horses, ponies, mules, donkeys, whether from the ground or mounted. The herm "Rider" shall refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground. The term "I, Me", "My" shall herein refer to the above registered rider and the parents or legal guardians thereof, if a minor.

PROTECTIVE HEADGEAR OFFERING: I, for myself and on behalf of my child and/or legal ward, have been offered an Equestrian Helmet by Gold City Corral and do understand that the wearing of such headgear while mounting, riding dismounting, otherwise being around horses, may prevent or reduce severity of some of the wearer's head injuries and possibly prevent the wearer's death from occurring as the result of a fall and other occurrences. It is understood that STABLE-PROVIDED protective headgear may not be of perfect fill for each rider's head at all times. **Mark an "X" below on the line before the statement, which describes your choice to wear, or not to wear, STABLE-PROVIDED protective headgear.**

_____ **PROTECTIVE HEADGEAR ACCEPTANCE:** I request to wear protective headgear, which Gold City Corral provides.

_____ **PPROTECTIVE HEADGEAR REFUSAL:** I refuse to wear any type of protective headgear and/or will provide my own. I accept full responsibility for my safety in this decision.

LIABILITY RELEASE –I AGREE THAT: In consideration of Gold City Corral allowing my participation in this activity, under the terms set forth herein, I, the rider, for myself and on behalf of my child and/or legal ward, heirs, administrators, personal representatives, or assigns, do agree to hold harmless, release and discharge Gold City Corral, its owners, agents, employees, officers, directors, representatives, assigns discharge Gold City Corral, its owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations, Insures, and others acting on its behalf (hereinafter, collectively referred to as "ASSOCIATES"), of and from all claims, demands, causes of action, and liability, whether the same be known or unknown, anticipated or unanticipated, due to Gold City Corral's gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal actions, and causes of action, against Gold City Corral and its ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury, death, property damage, sustained by me and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which do not exist or which the person giving the release does not know or suspect to exist at the time of executing the release.

ASSUMPTION OF RISK – I EXPRESSLY ASSUME RESPONSIBILITY FOR ALL RISKS INVOLVED IN OR ARISING FROM MY USE OF OR PRESENCE UPON THE PREMISES, including but not limited to: death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses, cattle or stationary objects, fire or explosion, the unavailability of emergency medical care, and/or the negligence and/or deliberate act of another person.

ACTIVITY RISK CLASSIFICATION – I UNDERSTAND THAT: Horseback riding is classified as RUGGED ADVENTURE RECREATIONAL SPORTS ACTIVITIES, and that there are numerous, obvious and non-obvious inherent risks always present in such activities despite all safety precautions. Related injuries can be sever requiring more hospital days and resulting in more lasting residual effects than injuries from other activities. I further understand that I may be participating in a "**Wilderness Experience**" and that the meaning of this term is defined as follows: **THE PURSUIT OF ADVENTURE TYP ACTIVITY IN A WILD, RUGGED, AND UNCULTIVAED AREA, AS OF FOREST AND/OR HILLS, AND/OR MOUNTAINS, AND/OR PLAINS AND/OR WETLANDS, WHICH WOULD LIKELY BE UNINHABITED BY PEOPLE AND INHABITED BY WILD ANIMALS OF MANY TYPES AND**

SPECIES TO INCLUDE BUT NOT LIMITED TO, MAMMALS, REPTILES, AND INSECTS, WHICH ARE NOT TAME, MAY BE SAVAGE AND UNPREDICTABLE IN NATURE AND ALSO WANERING AT THEIR WILL.

NATURE OF STABLE HORSES – I UNDERSTAND THAT: Gold City Corral selects it rental horses for their calm dispositions and sound basic training as is required for use as riding horses for novice and beginning riders, and Gold City Corral follows a rigid risk reduction program. Yet, no horse is a completely safe horse. Horses are much larger, much more powerful, and much faster than a human. If a rider falls from horse to ground, the impact may result in injury to the rider. Horseback riding is the only sport where one much smaller, weaker predator animal (human) tries to impose its will on another much larger, stronger prey animal with a mind of its won (horse) and each has a limited understand of the other. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: stopping short; changing directions or speed at will; shifting its weight; bucking; rearing; kicking; biting; or running from danger.

RIDER RESPONSIBILITY – I UNDERSTAND THAT: Upon mounting a horse and taking up the reins the rider is in primary control of the horse. The rider’s safety largely depends upon his/her ability to carry out simple instructions, and his/her ability to remain balanced aboard the moving animal. I agree that the rider shall be responsible for his/her own safety, and that of an unborn child, if the rider is pregnant. Gold City Corral advises pregnant women not to ride horses, unless permission is given under the advice of her physician.

CONDITIONS OF NATURE – I UNDERSTAND THAT: Gold City Corral is NOT responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall, or react in some other unsafe way. **SOME EXAMPLES ARE:** Thunder, lightning, rain, wind water, wild and domestic animals, insects, reptiles, which may run, walk or fly near, or bite, or sting a horse or person; and irregular footing on out-of-door groomed, paved, or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape.

SADDLE GIRTHS – NATURAL LOOSENING – I UNDERSTANT THAT: Saddle girths (saddle fasteners around a horse’s belly) may loosen during a ride. If a rider notices this, he/she must alert the nearest guide or wrangler as quickly as possible so action can be taken to avoid a slippage of the saddle and a potential fall from the animal.

I hereby give my permission to have any photographs taken of myself or of my family used, published or sold by Gold City Corral.

WARNING: UNDER GEORGIA LAW, AN EQUINE ACTIVITY SPONSOR OR EQUINE PROFESSIONALS IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTIN FROM THE INHERENT RISKS OF EQUINE ACTIVITIES, PURSUANT TO CHAPTER 12 OF TITLE 4 OF THE OFFICIAL CODE OF GEORGIA ANNOTATED.

THE RIDER AND THE PARENT OR LEGAL GUARDIAN OF ANY RIDER UNDER THE AGE OF 18 YEARS MUST SIGN BELOW AFTER READING THIS ENTIRE DOCUMENT:

Rider’s Name (Print) _____

Signature of Rider _____ Date _____

Address _____

Home Phone _____

Work Phone _____

Only fill in the following information, if it is applicable:

Witness Name (Print) _____

Witness Signature _____ Date _____

Parent/Guardian (Print) _____

Parent/Guardian Signature _____

Address _____

Home Phone _____ Work Phone _____

Name of Trail Guide _____ Date _____ Time _____

Name of Rider’s Horse _____