

Cofer Ranch @ Shiloh

4440 Shiloh Road, Loganville, GA 30052

(404) 310-1034

HORSE RIDING & TRAINING AGREEMENT AND LIABILITY RELEASE FORM

This form must be completed by and for each participant.

Premises Owner's name is Al Cofer, herein after known as Cofer Ranch.

Location/Address: Cofer Ranch 4440 Shiloh Road, Loganville, GA 30052

PLEASE READ CAREFULLY BEFORE SIGNING.

SERIOUS INJURY MAY RESULT FROM YOU PARTICIPATING IN THIS ACTIVITY. COFER RANCH DOES NOT GUARANTEE YOUR SAFETY OR THAT OF YOUR HORSE. IT IS HEREBY AGREED TO AS FOLLOWS:

- A. **REGISTRATION OF RIDERS AND AGREEMENT PURPOSE** - I, the following individual, herein after known as the "RIDER", and the parents or legal guardians thereof if a minor, do hereby voluntarily request and agree to participate in horse riding/training on the premises of Cofer Ranch, and that this RIDER will ride/train his/her own horse or one borrowed or leased by RIDER'S own arrangement today and on all future dates:

Rider Name & Age (if under 21): _____

- B. **AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS** - This agreement shall be legally binding upon me the registered RIDER, and the parents/legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives: and it shall be interpreted according to the laws of the state of Georgia, Loganville. Any disputes by the rider shall be litigated in and venue shall be in Georgia, Loganville.

The term "HORSE" herein shall refer to equine species. The term "HORSEBACK RIDING/TRAINING" or "RIDING" shall refer to riding or otherwise handling of horses, ponies, mules, donkeys, whether from the ground or mounted. The term "RIDER" shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground.

The terms "I", "ME", "MY" shall be herein to refer to the above registered rider and the parents/legal guardians thereof a minor.

- C. **ACTIVITY RISK CLASSIFICATION** – Horseback riding is classified as a RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY, and there are numerous, obvious, and non-obvious inherent risks always present in such activities despite all safety precautions. According to NEISS (National Electronic Injury Surveillance Systems of United States Consumer Products), horse activities ranked 64th among the activities of people relative to injuries that result in a stay at the U.S. Hospitals, related injuries can be severe, requiring more hospital days and resulting in more lasting residual effects than injuries in other activities.

- D. RIDER RESPONSIBILITY** – Upon mounting a horse and taking up the reins, the RIDER is in primary control of the horse. The RIDER’S safety largely depends on his/her ability to carry out instructions, and his/her ability to remain balanced aboard the moving animal. The RIDER shall be responsible for his/her own safety.
- E. CONDITIONS OF NATURE** – Cofer Ranch is **NOT** responsible for total or partial acts, occurrences, or element 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, wild and domestic animals, insects, reptiles, which may walk, run, fly near, bite/sting a horse or person; and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape.
- F. ACCIDENT/MEDICAL AND PERSONAL LIABILITY INSURANCE** – Should medical treatment be required, I and/or my own accident/medical insurance company shall pay for all such incurred expenses. My accident/medical insurance company is _____ and my policy number is _____.
- G. PROTECTIVE HEADGEAR WARNING** – I have been fully warned and advised by Cofer Ranch that the RIDER should purchase and wear protective headgear (riding helmet), and that wearing of such headgear while mounting, riding, dismounting, and otherwise being around horses may prevent or reduce severity of some head injuries and even prevent death from happening as the result of a fall or other occurrence. Minors 16 and under are required to wear protective headgear.
- H. LIABILITY RELEASE** – In consideration of Cofer Ranch allowing my participation in this activity, under the terms set forth herein, I, the RIDER, and the parents or guardian thereof if a minor, do agree to hold harmless and release Cofer Ranch, its owners, agents, employees, officers, members, premises owners, insurers, and affiliated organizations from legal liability due to Cofer Ranch ordinary negligence, and I do further agree that I shall not bring any claims, demands, legal actions and causes of action against Cofer Ranch and/or its associates for any economic and no-economic losses due to bodily injury, death, or property damage sustained by me and/or my minor child or legal ward in relation to the premises and operations of Cofer Ranch, to include while riding, handling, or otherwise being near horses owned by or in the care, custody, and control of Cofer Ranch.

ALL RIDERS AND PARENTS OR LEGAL GUARDIANS MUST SIGN BELOW AFTER READING THIS ENTIRE DOCUMENT:

SIGNER STATEMENT OF AWARENESS

I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK. I/WE FURTHER ATTEST THAT ALL ACTS RELATING TO THE APPLICANT ARE TRUE AND ACCURATE.

SIGNATURE OF RIDER (PARENT IF 17 & UNDER) DATE

SIGNATURE OF PARENT/GUARDIAN FOR _____
PRINT CHILD'S NAME

ADDRESS CITY/STATE/ZIP CODE

PHONE NUMBER

EMERGENCY CONTACT INFORMATION (PLEASE PROVIDE TWO EMERGENCY CONTACTS):

1. NAME OF EMERGENCY CONTACT: _____
RELATION TO RIDER: _____
HOME PHONE NUMBER: _____
WORK PHONE NUMBER: _____
CELL PHONE NUMBER: _____

2. NAME OF EMERGENCY CONTACT: _____
RELATION TO RIDER: _____
HOME PHONE NUMBER: _____
WORK PHONE NUMBER: _____
CELL PHONE NUMBER: _____

