

Butler Creek Stables Comprehensive Liability, Waiver, and Indemnity Agreement for 4H Students

WARNING: Under Georgia Law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities. (O.C.G.A. § 4-12-3).

I. Express Assumption and Acknowledgement of Inherent Risks

I, the undersigned Participant and/or Parent/Legal Guardian (hereinafter "Releasor"), acknowledge that I am aware of the inherently dangerous nature of equine activities as defined in the Georgia Equine Activities Liability Act (O.C.G.A. § 4-12-1 et seq.).

I understand that involvement with horses, regardless of training or experience, involves known, unknown, and unanticipated risks that could result in property damage, bodily injury, partial or total disability, paralysis, death, and/or emotional distress. These risks include, but are not limited to:

- The propensity of an equine to behave in ways that may result in injury or death to a person.
- The unpredictability of an equine's reaction to sight, sound, or smell.
- Collisions with objects, animals, or other participants.
- The potential for a participant to act in a negligent manner that may contribute to injury or death.
- Errors or omissions on the part of Butler Creek Stables (BCS) staff in the instruction, training, or maintenance of facilities/equipment.
- The danger of being thrown, falling off, or otherwise losing control of an equine.

I voluntarily and unequivocally agree to assume and accept all risks associated with participation in the 4H program and activities at Butler Creek Stables, waiving any claim against BCS for damages sustained.

II. Release of Liability and Covenant Not to Sue

In consideration for the privilege of the Participant engaging in 4H equine activities, I hereby fully release, waive, discharge, and covenant not to sue Butler Creek Stables, its owners, members, managers, agents, employees, instructors, independent contractors, volunteers, affiliates, lessors of the property, insurers, and all persons acting on its behalf (collectively, the "Released Parties").

I release the Released Parties from any and all claims, demands, losses, or damages, including those resulting from NEGLIGENCE (whether sole, joint, or comparative), breach of contract, or otherwise, for:

- Any injury, death, or property damage sustained by the Participant or Releasor while participating in, assisting with, observing, or being present at any equine activity or facility owned, operated, or utilized by BCS.
- Any claim that may be asserted by the Participant or on their behalf, or by any member of the Releasor's family.

This release of liability is INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAW OF THE STATE OF GEORGIA.

III. Indemnification and Hold Harmless Agreement

I agree to INDEMNIFY, DEFEND, AND HOLD HARMLESS the Released Parties from any and all claims, demands, suits, liability, judgments, costs, and expenses (including, without limitation, reasonable attorney's fees) which may arise out of, result from, or relate to:

- The Participant's negligence, breach of contract, or willful misconduct.
- Any injury, death, or property damage caused by the Participant or the equine assigned to them.
- Any claims asserted against the Released Parties by any third party arising out of the Participant's activities.

This duty to indemnify survives the termination of the 4H program and this agreement.

IV. Facility Closures, Rules, and Safety Conduct

• **Inclement Weather:** I acknowledge that BCS reserves the right to cancel, delay, or modify lessons due to inclement weather (including, but not limited to, severe thunderstorms, lightning, heavy rain, or icy conditions) without penalty or refund if an alternative, safe classroom lesson or make-up option is offered.

• **Rules of Conduct:** I agree that the Participant and Releasor will strictly adhere to all posted and verbal safety rules, including those regarding conduct around horses, in the barn, and in the riding arenas. Violation of these rules may result in immediate dismissal from the premises or program without refund.

• **Riding Attire:** I understand and agree that the Participant must wear appropriate, safety-approved riding attire, including an ASTM/SEI certified helmet, boots with a definite heel, and appropriate pants.

V. Emergency Medical Authorization (For Minors)

I, the Parent/Legal Guardian, authorize Butler Creek Stables and its agents to secure emergency medical treatment for the minor Participant if, in the sole judgment of BCS staff, the Participant requires such attention and I cannot be reached. I agree to be responsible for all costs associated with such emergency care and treatment.

VI. Governing Law and Severability

This agreement shall be governed by the laws of the State of Georgia. If any part of this agreement is found to be unenforceable, the remainder of the agreement shall remain in full force and effect.

I have read this entire agreement. I fully understand and agree to its terms and conditions. I sign this agreement voluntarily, freely, and without reservation.

IV. Property Loss, Damage, and Replacement

I, the undersigned Participant and/or Parent/Legal Guardian (hereinafter "Releasor"), agree to the following conditions regarding personal property brought onto Butler Creek Stables (BCS) premises:

- BCS is not responsible for the theft, loss, or damage to any personal property, equipment, or vehicle of the Participant or Releasor while on or near the BCS premises, including in the barn, arena, parking area, or any other facility.
- **Property Causing Damage:** If the Participant or Releasor's property causes damage to BCS property (e.g., equipment, facility structures, fencing, or other horses), the Releasor will be financially responsible for the repair or replacement of the damaged BCS property.
- **Property Replacement Value:** In the event that BCS determines that it must replace, repair, or provide compensation for any personal property of the Releasor that is damaged, lost, or stolen while under the supervision of BCS, the replacement or compensation amount will be limited to and solely determined by the monetary dollar amount that Butler Creek Stables has determined is the reasonable and actual cash value of the item, regardless of the Releasor's claimed replacement cost. The Releasor accepts this determination as final.

V. Facility Closures, Rules, and Safety Conduct

The Releasor acknowledges that participation in equine activities is subject to the following mandatory conditions and rules, and failure to strictly adhere to them may result in immediate dismissal without refund.

A. Facility Closures & Inclement Weather

- **Reservation of Rights:** Butler Creek Stables (BCS) reserves the right to cancel, delay, or modify lessons, clinics, or events due to inclement weather, including, but not limited to, severe thunderstorms, lightning, heavy rain, extreme heat, or icy conditions..
- **Holiday Schedule:** The Releasor acknowledges and agrees to the observance of mandatory facility closures on specific days (e.g., Thanksgiving, Christmas Eve, Christmas Day, Halloween, etc.) and understands that scheduled lessons may not take place on these dates.

B. Riding Attire and Safety

- **Mandatory Helmet Policy:** For the safety of the rider, **all students must wear a properly fitted, ASTM/SEI certified equestrian helmet** while mounted on a horse or pony. Helmets must meet recognized safety standards (e.g., ASTM/SEI). No exceptions will be made.
- **Required Attire:** All students must adhere to a strict dress code: boots with a definite heel, appropriate long pants (jeans or breeches), and a tucked-in shirt. Inappropriate attire (e.g., shorts, open-toed shoes, loose clothing, excessive jewelry, etc.) is strictly prohibited and will result in the student being unable to participate in the lesson.

C. Conduct Around Horses and Premise Rules

- **Awareness:** The Releasor and Participant must remain aware that horses may be loose on the premises. **Always be aware of the horses' location** and maintain designated safe areas.
- **Prohibited Actions:** No one is permitted to enter horse paddocks or stalls without being accompanied by a BCS instructor or authorized staff member. No running, shouting, throwing balls or objects, or engaging in any conduct that may alarm or cause stress to the horses is permitted.

VI. Emergency Medical Authorization (For Minors)

I, the undersigned Parent or Legal Guardian, do hereby grant full and unconditional consent and authorization to Butler Creek Stables, its owners, employees, instructors, and agents, to secure and authorize emergency medical care, treatment, hospitalization, or surgery for the minor Participant if, in the sole and absolute judgment of the BCS staff, the Participant requires such attention.

- I understand that BCS staff will attempt to contact me, but treatment should not be withheld pending contact.
- I **accept full and sole responsibility for all costs and expenses** related to any emergency medical treatment, transportation (including ambulance), and related services rendered to the minor Participant.

VII. Governing Law, Severability, and Jurisdiction

- **Governing Law:** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the **State of Georgia**, without regard to its conflict of law principles.
- **Jurisdiction:** Any lawsuit or legal proceeding arising out of or relating to this Agreement or the Participant's activities at BCS shall be brought exclusively in the state or federal courts located in **Columbia County, Georgia**, and the Releasor irrevocably consents to the jurisdiction of such courts.
- **Severability:** If any clause, paragraph, or portion of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect as though such invalid, illegal, or unenforceable clause had not been contained herein.

I have read this entire agreement. I fully understand and agree to its terms and conditions. I sign this agreement voluntarily, freely, and without reservation.



CERTIFICATION AND ACCEPTANCE

By signing below, I certify that I have read this entire document, including all sections regarding Assumption of Risk, Release of Liability, Indemnification, Property Loss, Safety Rules, and Emergency Authorization. I fully understand and agree to all terms and conditions and voluntarily assume all risks.

I. PARTICIPANT INFORMATION (4H Student)

Printed Name: _____

Date of Birth: _____

Signature: _____

Date: _____

II. PARENT/LEGAL GUARDIAN INFORMATION

Printed Name: _____

Signature: _____

Date: _____

Relationship to Participant: _____

III. CONTACT INFORMATION

Address: _____

City, State, Zip: _____

Home Phone: _____

Cell Phone (Guardian): _____

Email (Guardian): _____

IV. EMERGENCY CONTACT INFORMATION

Emergency Contact Name (Other than Guardian): _____

Emergency Contact Phone: _____

PARTICIPANT DOSE NOT FILL THIS SECTION OUT
OFFICIAL OFFICE AGREEMENT & SIGNATURE

Acceptance by Augusta Riding School LLC & Butler Creek Stables

Augusta Riding School LLC, by its authorized representative, agrees to provide services as outlined in this contract, in accordance with the terms and conditions herein.

Augusta Riding School LLC & Butler Creek Stables

Name: Kayleigh Waldera, Shirley Waldera, Bob Waldera

Address: 4000 Lewis Road, Augusta, GA

Phone: 706-799-3370

Signature: _____

Date: _____