

# BAY CREEK FARM

3805 Bay Creek Rd,  
Loganville GA 30052

## LIABILITY RELEASE FOR RIDING and/or WORKING At BAY CREEK FARM

The following are general rules for riders and visitors to Bay Creek Farm and its grounds. Primarily we ask you to be considerate of others and use good common sense in all matters concerning you safety and the safety of those around you.

1. Everyone riding or handling horses at Bay Creek Farm must sign a liability release form.
2. A copy of a current negative coggins must be on file.
3. There is **no smoking** on the Bay Creek Farm grounds.
4. The (vehicle) speed limit is 5mph. (5 not 6)
5. Lessons are on a monthly fee and must be paid on or before the **1<sup>st</sup> lesson of each** month, should you not wish to continue the riding lessons, **a written notice 30 days prior to the start of the next month's lessons** is required.
6. There are **no make up** for missed lessons due to, but not limited to: school field trips, Dr or dental appointments, vacations, or any personal outings etc... Missed lessons due to illnesses will be rescheduled if you show a Dr's note. Exempt from that will be summer family vacations and/or spring break as long as you let me know at least 30 days prior to you missing the lesson(s). Should there be inclement weather, the instructor is responsible for rescheduling your lesson. Please call if you are uncertain about the weather (678-642-8554)
7. Please drive and park in authorized area only (not the court yard or grass) and turn off your engine.
8. When mounted all riders must wear approved head and appropriate foot gear.
9. All gates must be kept closed.
10. THERE IS ABSOLUTELY NO JUMPING ALLOWED unless:
  - You are an adult boarder (18) and there is a second person at the barn while you are jumping
  - You are jumping as part of your participation in a lesson, clinic, or shows.
  - You are showing at the 2'6" level and up.

In short, please be considerate, use common sense, and have a good time. Thank you for coming.

I have read and agree to follow these rules: \_\_\_\_\_  
(please sign)

Print Name: \_\_\_\_\_ date: \_\_\_\_\_

Student's full name: \_\_\_\_\_ phone #'s \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## WAIVER, RELEASE OF LIABILITY, INDEMNIFICATION, AND CONSENT FOR MEDICAL ATTENTION

In exchange for my participation in horse riding, horse riding lessons, horse riding clinics, horse riding competitions, or horse care activities sponsored by or paid for by Bay Creek Farm, and if I am not 18 years old, my parent (s) (individually and collectively referred to below in the first person singular) agree to be bound by each of the following:

1. Voluntary Participation: I understand and confirm that my participation in horse riding, horse riding lessons, horse riding clinics, horse riding competitions, horse care activities, and any other equine activity is voluntary.
2. Identification of risks: I understand that the participation in the riding of horses, horse riding lessons, or participation in a horse riding clinic, horse competition, horse care activities, or any other equine activity may involve risk of injury and loss, to person, horse and to property. I also understand that the risk of injury may include the possibility of permanent disability and death to both person and horse. I understand that this Waiver and Release of Liability is indented to address all of the risks of any kind associated with my participation in any aspect of horse riding, horse riding lessons, horse riding clinics, horse riding competitions, or horse care activities, or with the time I am involved in any such equine equine activity, including, particularly, such risks created by actions, inactions, or negligence on the part of Bay Creek Farm or its directors, officers, members, volunteers, employees, successors, or assigns, including but not limited to, risks created by the following: (a) the use of the equipment and tack, the premises and the facilities: (b) the determination by Bay Creek Farm of a participant's ability to safely manage a particular horse or engage in the particular horse riding activity: (c) the lack or the inadequacy of policies, rules, or regulations of the boarding premises and facilities and/or the horse riding lessons or clinics: (d) the failure of Bay Creek Farm to foresee or to protect me from actions, inactions, negligence recklessness, or intentional, or criminal conduct of others: (e) the inadequacy or unavailability of medical facilities or treatment (f) the lack or inadequacy of supervision: or (g) theft, fire, disease, and other natural disaster damage.
3. Assumption of risks: I assume all risks, known and unknown, foreseeable and unforeseeable, in any way connected with the boarding of my horse(s) and/or my participation in horse riding, horse riding lessons, horse riding clinics, horse competitions, horse care activities, or any other equine activities. I accept personal responsibility for any liability, injury, loss, or damage in any way connected with my participation in horse riding instruction, horse riding clinics horse riding competitions, horse care activities or any other equine activity. I assume the risk for not using a saddle, or other necessary equipment to protect my safety. I assume the risk of riding alone. I assume all risks and liability, for my own injuries and damages and injuries and damages to my horse (s). I assume all of the risk and liability while on the premises of Bay Creek Farm and also while attending activities sponsored by Bay Creek Farm that occur off premises of Bay Creek Farm. I agree that Bay Creek Farm is not liable for those persons that I invite as guests or as professionals to Bay Creek Farm who may or may not ride or handle horses while at Bay Creek Farm. I agree that Bay Creek Farm does not assume the risk for those horses or persons that come to visit me and I agree to inform my guests that if they are going to ride or handle horses at Bay Creek Farm that they **MAY NOT RIDE OR HANDLE HORSES WITHOUT SIGNING THIS AGREEMENT.**

Initials: \_\_\_\_\_

4. Release and Waiver. I release Bay Creek farm and its directors, officers, managers, employees, agents, volunteers, successors, and assigns from any and all liability for, and waive any and all claims for, injury, loss, or damage in any way connected with my participation in horse riding, horse riding lessons, horse riding clinics, horse riding competitions, or any other equine activity, whether or not caused in whole or in part by the negligence or other misconduct of Bay creek Farm or any of the individuals mentioned above.
5. Indemnification. I agree to indemnify and to hold harmless ( in other words, to reimburse and to be responsible for) Bay Creek Farm and its directors, officers, members, employees, agents, volunteers, successors, and assigns from all claims for any liability, injury, loss, damage, or expense, including attorney’s fees including the cost of defending any claim I might make, or that might be made on my behalf, that is released or waived by this instrument) in any way connect with or arising out of my participation in horse riding, horse riding lessons, horse riding clinics, horse riding competitions, horse care activities, or any other equine activity, whether or not caused in whole or in part by the negligence or other misconduct of Bay Creek Farm or any of the individuals mentioned above.
6. Binding Effect. This instrument shall be binding upon my relatives, personal representatives, heirs, beneficiaries, next of kin, or assigns and shall inure to the benefit of Bay Creek Farm and their respective successors and assigns.
7. Consent to Medical Treatment. I authorize Bay Creek Farm to authorize to me, through medical personnel of its choice, customary medical assistance, transportation, and emergency medical services. This consent does not impose a duty upon Bay Creek Farm to provide such assistance, transportation or services.
8. Severability. If any term or provision of this instrument or the application thereof to any persons or circumstances shall to any extent or for any reason be invalid or unenforceable, the remainder of this instrument and the application of such term of provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of the instrument shall be valid and enforced to the fullest extent permitted by law.
9. Applicable Law. Because Bay Creek Farm is located in the State of Georgia and in order to provide certainty in the law to be applied to construction of this instrument, this instrument shall be governed, construed, and enforced in accordance with the law of the State of Georgia.

THIS IS A WAIVER AND RELEASE OF LIABILITY. I HAVE READ THIS WAIVER, RELEASE OF LIABILITY, INDEMNIFICATION, AND CONSENT. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I AM SIGNING THIS WAIVER, RELEASE OF LIABILITY, INDEMNIFICATION, AND CONSENT VOLUNTARILY.

---

Printed Name

---

Signature

---

Date

