



**Begin Again Farms, Inc. Event & Trailride
Liability Release and Hold Harmless Agreement**

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This Liability Release and Hold Harmless Agreement is being entered into as of _____, 20____, by Begin Again Farms, Inc., Equine Shelter of PO Box 242, Hamilton, Georgia 31811, Jim & Helen Fuller, Jim Fuller III, Margaret C. Carey and Patricia Malloy known as ("BAFI-Parties") and _____ (name) of _____ (street address), _____ (city), _____ (state) _____ (zip) ("Participant").

- 1. Purpose of Agreement.** Participant would like to participate in an Trail Ride and related activities offered by BAFI-Parties, and accordingly, Participant agrees, on behalf of Participant and Participant's heirs and assigns (collectively, the "Participant Parties"), to hold BAFI-Parties harmless for such activities pursuant to the terms of this Agreement.
- 2. Hold Harmless Agreement.**
 - 2.1. Participant's Representations and Warranties.** Participant makes each of the following representations and warranties on behalf of the Participant Parties:
 - (a) Participant has the requisite authority to enter into this Agreement upon behalf of the Participant Parties.
 - (b) Participant does not have any health conditions that may prevent Participant from safely participating in the trail ride.
 - 2.2. Participant's Hold Harmless Agreement.** Participant understands that horse-related activities are inherently dangerous and, on behalf of the Participant Parties, expressly assumes the risks associated with handling and being in the presence of horses as part of the trail ride. Participant understands that horses are inherently unpredictable animals and even the most docile horse may occasionally bolt, spook, buck, rear, bite, kick, pull back or otherwise act in such a way that may injure Participant or others. Participant expressly assumes all risks of participating in the trail ride, including the risk that the BAFI Parties may be negligent. **Accordingly, Participant agrees upon behalf of the Participant Parties not to sue the BAFI Parties, the owners and occupiers of the facility where the trail ride is conducted, the owners or handlers of any horses participating in the trail ride, or any other parties participating in the trail ride (collectively, the "BAFI Parties"), or otherwise make a claim against the BAFI Parties in connection with any injury or death occurring in connection with the trail ride or any damage to or loss of personal property, including damage to or loss of horses.**
 - 2.3. Application of Georgia Equine Activity Statute.** Participant agrees that the trail ride is an "equine activity", 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, pursuant to Chapter 12 of Title 4 of the Official Code of Georgia Annotated. And that the BAFI Parties are each "equine activity sponsors" within the meaning of Chapter 12 of Title 4 of the Georgia Equine Activity Statute. Accordingly, Participant agrees that pursuant to the official code of Georgia Chapter 12 of Title 4 Statutes, the BAFI Parties shall not be liable for an injury to or the death of Participant resulting from the inherent risks of equine activities, and that the Participant Parties shall not have any claim against or recover from the BAFI Parties for injury, loss, damage or death of Participant resulting from any of the inherent risks of equine activities.
 - 2.4. Participant's Indemnification Agreement.** Participant agrees to defend, indemnify and hold the BAFI Parties harmless against all claims, demands, and causes of action, including court costs and attorneys' fees, directly or indirectly arising from any action or other proceedings brought by or prosecuted for the benefit of the Participant Parties or brought by others in connection with any action or inaction taken by Participant related to the trail ride.
- 3. Entire Agreement.** This agreement contains the entire agreement among the parties. Any modifications or additions must be in writing and signed by all parties to this agreement. No oral modifications will be considered part of the agreement unless reduced to writing and signed by all parties.
- 4. Governing Law and Venue.** The laws of Georgia shall govern this agreement. The parties hereby agree that any legal action under the Agreement must be brought in Muscogee County, Georgia.
- 5. Attorneys' Fees and Other Expenses.** In any legal actions brought in connection with this Agreement, the prevailing party will be entitled to prompt payment of expenses from the other party(ies) following final adjudication in favor of the prevailing party. For the purpose of this Section 5, "expenses" will include the following costs actually incurred by the prevailing party: attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements.



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6. **Severability.** If any provision of this Agreement or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application. In lieu thereof there shall be added a provision as similar in terms to such illegal, invalid and unenforceable provision as may be possible and be legal, valid and enforceable.

Participant:

By: _____

Name (printed): _____