

## Release Agreement

We, the undersigned, understand and agree to the following points and conditions regarding Equine Activity, instruction and/or Equine Activities to be provided/sponsored by Wesleyan College, its instructors, its employees, agents or representatives, hereinafter referred to as Wesleyan College.

We, the undersigned, understand that all Equine Activities are inherently dangerous for the rider and the horse or pony, hereinafter referred to as horse, because of what can happen when things go wrong, and for Wesleyan College because of the possibility of ruinous lawsuits. Accidents do occur, and the resulting injuries to horses, riders, and even bystanders can range from inconsequential to very severe.

We, the undersigned, declare that we are aware of this problem, and agree to enter into a release from liability as spelled out below. Additionally, the State of Georgia has given legal recognition to these inherent problems and has passed a statute to establish legal immunity for Equine Professionals and Equine Activity Sponsors from liability arising out of an Equine Activity related injury or death. The statute requires that the following warning be placed in all agreements relating to Equine Activities.

### Warning

**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.**

We, the undersigned, understand that the control of a strong and spirited horse, which can weigh over 1,000 pounds, requires strength, dexterity, courage, safety consciousness, good judgment, and experience. When the inexperienced rider first mounts an experienced horse, the advantage is entirely with the horse, and the horse will always know it. Therefore, all persons under instruction, or who are participants in Equine Activities, on the premises of Wesleyan College agree to comply with the following basic safety rules and considerations:

- (1) The Wesleyan College Instructor, hereinafter referred to as instructor, is in charge; riders/participants, hereinafter referred to as riders, and bystanders will follow the instructor's commands as best he, she or they can at all times.
- (2) The instructor will require the rider to wear and use certain safety equipment, in particular, an approved ASTM Safety Helmet. If the rider is just beginning, and recognizing the expenses involved, the instructor will provide the equipment initially until the rider commits to take up the Equestrian Sport, and then the rider will be expected to purchase an individually fitted approved ASTM Safety Helmet. No Equine Activities will be conducted unless all required safety equipment is at hand and in good order.
- (3) Instruction in sitting on, and controlling, a horse requires concentration on the part of the rider, the instructor, and the horse. The lessons, therefore, are to be conducted with as few distractions present as possible. Parents and friends are welcome to watch, at a distance, and quietly. The rider should not, however, make a practice of bringing spectators or pets to the lesson. Persons creating a distraction will be asked to leave, and the lesson will be suspended until they do. Parents of small children should take note that Wesleyan College is not "baby-ized"; small children are to be kept in the vicinity of their parents and not allowed to play on/or near any machinery, animal, or equipment. *(Continued on page 2)*
- (4) Equine Activities require that participants be in reasonably good physical condition, which means that riders possess no physical or mental handicaps that would limit their ability to control and remain on a horse, or otherwise to perform the functions required of the particular Equine Activity. The rider and his or her parents/guardians agree to disclose any such handicaps or physical limitations before any Equine Activities begin.

**Disclosures of Special Conditions/Limitations (if any):**

- (5) Sometimes riders think they want to ride, or are coerced into trying the Equestrian Sport by their parents/guardians and/or peer pressure, and then they find out that they do not want to continue with the Equestrian Sport because they are afraid. Fear is a transmittable emotion. It is the horse's instinct to serve the rider; if the horse senses the rider's fear, the horse equates that fear to a situation wherein the rider is afraid of something, and therefore the horse also should be afraid. The normal reaction to fear on the part of a horse is uncontrolled flight. The rider therefore agrees to tell the instructor when he or she does not want to ride; the instructor will respect this sentiment and will consult with the parents/guardians as to the proper course of action. If the instructor senses that the rider's fear has become a dominant issue, the Equine Activities will be suspended, and consultations with the parents/guardians will take place. The instructor has the final word on any decision to terminate Equine Activities with a particular rider.

**Release from Liability**

We, the undersigned, hereby release, indemnify and waive all rights to sue Wesleyan College. Likewise, we, the undersigned, agree to hold Wesleyan College harmless and free from liability for any personal injuries, death, or property damages arising out of any Equine Activities connected with Wesleyan College. If there is property damage caused by a rider's actions, omissions or errors, the rider agrees to be responsible for making restitution in a timely manner.

By our signatures below, we, the undersigned, signify our understanding and consent to the terms of the agreement, and understand that this Release Agreement shall apply to all Equine Activities in which the undersigned is involved during the next twelve (12) months from the date below at or sponsored by Wesleyan College. We further acknowledge that we have discussed its contents, and that all parties have declared their willing consent to comply with the terms of this agreement freely and voluntarily.

\_\_\_\_\_  
**Rider's Name (print)**

\_\_\_\_\_  
**Parents/Guardian's Name (print)**  
**(If rider is under age 18)**

\_\_\_\_\_  
**Rider's Signature**

\_\_\_\_\_  
**Parents/Guardian's Signature**  
**(If Rider is under age 18)**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**Telephone**

\_\_\_\_\_  
**Telephone**

\_\_\_\_\_  
**Email Address**

\_\_\_\_\_  
**Email Address**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Wesleyan College Equestrian Staff**