



RIDER RELEASE AGREEMENT

This agreement made and entered into by and between:

_____ (herein after referred to as "rider") and
FOX BERRY EQUESTRIAN FARM, LLC at FOX BERRY FARM, LLC (herein after referred to as "Foxberry Equestrian Farm").

I. The undersigned acknowledges and fully understands that all RIDERS use the property, equipment and facilities of FOX BERRY EQUESTRIAN FARM, LLC and FOX BERRY FARM, LLC, at his or her own risk. Furthermore, the RIDER hereby releases DEBORAH G. VAN SANT, KIMOTHY ABERNATHY, DENISE ETHERIDGE, FOX BERRY EQUESTRIAN FARM, any landowner, their agents, officers, directors, employees, trainers, successors, assigns, executors, heirs, and administrators from any and all claims, causes of action, obligations, responsibilities, demands, liabilities and damages - whether now existing, accruing or maturing at any time- in any way related to or arising out of RIDER'S use of FOX BERRY EQUESTRIAN FARM, FOX BERRY FARM or such landowner's property, horses, equipment or facilities except for FOX BERRY EQUESTRIAN FARM's or FOX BERRY FARM, LLC's gross negligence.

The RIDER agrees to hold and save DEBORAH G. VAN SANT, FOX BERRY FARM LLC, KIMOTHY ABERNATHY, DENISE ETHERIDGE, FOX BERRY EQUESTRIAN FARM, any landowner, their agents, officers, directors, employees, trainers, successors, assigns, executors, heirs, and administrators harmless from each and every claim, demand, liability or other obligation which may arise or be connected with loss, injury or damage, to RIDER or his property.

2. The RIDER agrees and covenants never to bring any action at law or in equity against DEBORAH G. VAN SANT, FOX BERRY FARM LLC, KIMOTHY ABERNATHY, DENISE ETHERIDGE, FOX BERRY EQUESTRIAN FARM, any landowner, their agents, officers, directors, employees, trainers, successors, assigns, executors, heirs, and administrators on behalf of RIDER, whether a minor or adult, arising from, or related to any injury, damage or other loss to person or property suffered by rider, and connected with RIDER'S use of FOX BERRY EQUESTRIAN FARM, FOX BERRY FARM's property, equipment, or facilities; and the HORSE OWNER shall defend DEBORAH G. VAN SANT, FOX BERRY FARM, LLC, KIMOTHY ABERNATHY, DENISE ETHERIDGE, FOX BERRY EQUESTRIAN FARM, any landowner, their agents, officers, directors, employees, trainers, successors, assigns, executors, heirs and administrators against any such actions brought by RIDER on RIDER's behalf with respect to RIDER'S use of FOX BERRY EQUESTRIAN FARM, FOX BERRY FARM's or RIDER's property, equipment, horses or facilities and shall indemnify DEBORAH G. VAN SANT, FOX BERRY FARM LLC, KIMOTHY ABERNATHY, DENISE ETHERIDGE, FOX BERRY EQUESTRIAN FARM, any landowner, their agents, officers, directors, employees, trainers, successors, assigns, executors, heirs, and administrators for anything for which RIDER is responsible, either alone, or jointly, or severally.

3. RIDER hereby agrees to abide by the rules and regulations of FOX BERRY EQUESTRIAN FARM and FOX BERRY FARM as amended from time to time.

4. RIDER hereby agrees to pay FOX BERRY EQUESTRIAN FARM promptly upon receipt of invoice, all costs expenses for the repair or replacement of any property - whether owned by FOX BERRY EQUESTRIAN FARM or FOX BERRY FARM or net-damaged, destroyed, injured or otherwise harmed by any action or inaction of RIDER or any RIDER'S horses. Examples include, but are not limited to damage, destruction or injury to jumps, fencing, stalls, gales, buckets, tack or horses.

5. This Agreement shall be governed and interpreted exclusively by and under the laws of the State of Georgia.

WARNING

UNDER GEORGIA LAW, AN EQUINE ACTIVITY SPONSOR OR EQUINE PROFESSIONAL IS NOT LIABLE FOR INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES, PURSUANT TO CHAPTER 12 OF THE TITLE 4 OF THE OFFICIAL CODE OF GEORGIA ANNOTED

DATE: _____

RIDER: _____

RIDER'S Parent/Guardian if under 18 yrs of age:

FOX BERRY EQUESTRIAN FARM, LLC

DATE: _____

By: _____