

HORSEBACK TRAIL RIDING

PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGEMENT OF RISK

In consideration of the services of Whitewater Express, Inc., their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "W.E."), I hereby agree to release and discharge W.E., on behalf of myself, my children, my parent my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that horseback trail rides entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: loss of control, collisions; horses, irrespective of their previous behavior and characteristics, may act or react unpredictably based upon instinct, fright, or lack of proper control by rider; latent or apparent defects or conditions in equipment, animals or property; acts of other participants in this activity, adverse weather conditions; contact With plants or animals; my own physical condition or my own acts or omissions; the condition of remote roads, trails, waterways, or terrain, and accidents connected with their use; first aid, emergency treatment or other services rendered; consumption of food and drink.

Furthermore, W.E. guides have difficult jobs to perform. They seek safety, but they are not infallible. They might be ignorant of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless W.E. from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of W.E.'s equipment or facilities, **including any such Claims which allege negligent acts or omissions of W.E.**

4. Should W.E. or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume -- and bear the costs of -- all risks that may be created, directly or indirectly, by any such condition.

6. In the event that I file a lawsuit against W.E., I agree to do so solely in the State of Georgia, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law or rules of that state. I agree that should any portion of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against W.E. on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Signature of Participant _____ Print Name _____ Date _____

Address _____ Apt. _____ City _____ State: _____ Zip: _____

Phone: (_____) _____ Group Name _____ Event Date _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by W.E. to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless W.E. from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected With such use or participation by Minor.

Parent or Guardian: _____ Print Name _____ Date: _____