

## **RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

### **EXECUTION OF THIS DOCUMENT WAIVES THE RIGHT TO BRING A CLAIM FOR BODILY INJURIES OR DAMAGES YOU MAY INCUR: READ CAREFULLY BEFORE SIGNING.**

In consideration of the adult and/or minor child listed below and by physically or electronically signing this Agreement, and the undersigned being permitted to participate in Attractions (as defined below) ("Participation") hosted by RANCHO EL ENCANTO GA, INC (the "Company") on the premises of Athens Fairgrounds at 5785 Lexington rd., Winterville GA 30683 (hereinafter referred to as the "Property"), and other good and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, I, \_\_\_\_\_, for myself and for my heirs, executors, administrators, or assigns and any persons, firms or corporations in privity with them, and on behalf of and as the parent or legal guardian of any minors identified below (hereinafter individually or collectively referred to as "RELEASEES"), do now by execution of this Release and Waiver of Liability and Indemnity Agreement ("Agreement"):

**1. HEREBY, RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE** the Company, its respective owners, subsidiaries, parent companies, affiliates, its officers, trustees, employees, directors, agents, attorneys, consultants, contractors, advisors, and the owners and operators of the Property (hereinafter collectively the "RELEASEES") from any and all liability, actions, claims, damages, costs or expenses, and demands whatsoever, whether in law or equity, which I may have or which any minor identified below may have, now or in the future, or which my heirs, executors, administrators or assigns hereafter shall or may have arising out of or in any way connected with my presence, or the presence of any minors identified below, arising out of his/her Participation in or in the involvement on the premises of the Property including, but not limited to, injuries to my person or property or to any minors identified below, including death, before, during or after resulting from the negligent act or omission of any of the RELEASEES, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE. Further, I hereby give my consent to the Releasees to photograph and video of myself and my minor, and for the use of such photographs and video for the promotion and advertising of the Company's programs and services without compensation, residual obligations, reservation or limitations, or further approval, and I agree to indemnify and hold harmless the Releasees for any Claims associated with

such grant and right to use.

**2. HEREBY ASSUME FULL RESPONSIBILITY FOR AND ACCEPT ALL RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE DUE TO THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE** while I am or any minor identified below arising out of our Participation or while on the premises of the Property. I and any minors identified below understand and acknowledge that participating in ATV Trails, Horse Trails, Horse back riding, Rodeo and Riders (Bulls/Horse), games, All Rides, Petting Zoo, Concert, and all other activities (hereinafter referred to as "Attractions") involve inherent risk of physical injuries or physical damage, including but not limited to heart attacks, muscle strains, pulls or tears, broken bones, knee and back injuries and other illness, soreness and/or other injury caused during participation in the class. We voluntarily agree to participate, and we agree to assume all risk for our Participation and while on Property, including after the date of this Agreement. Further, I agree that I will not participate in ANY activities if I am under the influence of alcohol or other substances. The Company has the sole right to suspend my Participation on the Property if my actions appear to endanger another customer, employee of the Company or myself. These risks and dangers may be caused by the ordinary negligence of Company or the negligence of others. These risks and dangers include, but are not limited to, risks arising from participating with older and/or younger participants, participants with more or less experience, equipment that may break, malfunction, or not perform as intended, negligent design of the venue or trails, and/or the failure of safety barriers on or near the Event area. I assume the risk of injury and waive all claims arising out of the Company's performance or failure to perform maintenance, inspection, supervision or control of any event, restricted areas, or equipment, and I release all claims against the Company for its failure to warn of dangerous conditions that may exist in any event or restricted area. I waive all claims against the Company for negligent supervision, monitoring, and instruction.

**3. RELEASE OF POTENTIAL INFECTION OF DISEASE AND VIRUSES** I acknowledge that the Company and the Property is a public location with many guests and employees who utilize the space on a daily basis. I further recognize that while the Company practices appropriate and reasonable cleaning practices, I could still potentially become infected with a disease or virus, including, but not limited to COVID-19, through my presence on the Property or participation in, or observation of others participating in the Attractions. I fully release the Company, its agents, owners, officers, managers, shareholders, affiliates, volunteers, participants, employees, assigns, and all other persons or entities acting in any capacity on its respective or collective behalf from any claim against them regarding the contraction of a disease or virus from for myself or the minor child, Releasees.

**4. RELEASORS HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES**, from and against all liability, actions, claims, damages, costs, or expenses, including reasonable attorney's fees, and demands whatsoever, whether in law or equity, which we may have, now or in the future, or which our heirs, executors, administrators or assigns hereafter shall or may have arising out of or in any way connected with our Participation or presence on the premises of the Property, including, but not limited to injuries to the person or his/her property, including death of the undersigned, before, during or after our presence on the Property, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE. I will also be held liable for all claims, damages, costs, and expenses, including but not limited to personal and property damage, which arise out of my negligence and all privileges to the Property may be permanently revoked by the Company.

**5. AGREEMENT TO PAY MY OWN MEDICAL EXPENSES** I acknowledge, accept, and assume the risk of any and all medical conditions, limitations, or disabilities (whether temporary or permanent) that I or the child or any Releasors possess, whether known or unknown, which might contribute to or exacerbate any injury or illness that I or the child or any Releasor might sustain as a result of using the Attractions. I acknowledge and agree that if medical assistance (of any form, including emergency care, hospitalization, out-patient care, and/or physical/occupational therapy) is required or performed as a result of any injury I or the Child or any Releasor sustains while using the Attractions, such assistance shall be at my own expense.

**6. SCOPE** I expressly agree that the Release and indemnity provided for in this Agreement shall cover all physical and emotional injuries and/or damages, including without limitation all bodily injury (including death) and property damage, whether suffered by me or anyone else before, during or after participation. Additionally, I expressly agree that the scope of the Release and Indemnity shall include any Claims related, in whole or in part, to my own actions, the actions of third parties or in any way related to the use of any equipment or property, whether foreseeable or unforeseeable.

**7. TIME LIMIT TO BRING CLAIM(S):** I AGREE THAT ANY DISPUTE, CLAIM, OR CONTROVERSY ARISING OUT OF, OR RELATING TO, MY OR THE CHILD'S ACCESS TO, USE, OR ABILITY TO OBSERVE OTHER'S USING THESE ATTRACTIONS, INCLUDING THE DETERMINATION OF THE SCOPE OR ABILITY TO ARBITRATE THIS AGREEMENT SHALL BE BROUGHT WITHIN ONE YEAR OF ITS ACCRUAL (i.e., the date of the alleged injury).

**8. DISPUTE RESOLUTION MEDIATION and VENUE.** In the event that I believe a valid claim exists against the Company, I agree to attend mediation in good faith and in accordance with the mediation procedures of United States Arbitration & Mediation. I agree that the mediation provisions of this Agreement may be enforced in the same manner as an arbitration agreement, by petition to any court having jurisdiction for the appointment of a mediator in the same manner as a petition for the appointment of an arbitrator and that each party shall bear its own legal fees and mediation costs. Further, I agree that the court may award attorney fees and costs to the Company if it prevails in any proceeding to enforce this Agreement. Attendance at mediation shall be a condition precedent to filing a lawsuit against the Company. I acknowledge and agree that failure to comply with this provision may result in the dismissal of any lawsuit and entitle Company to reasonable attorneys' fees and costs of defending any said action or enforcing this provision.

**9. SEVERABILITY.** In the event any one or more of the provisions of this Agreement shall be held by a court of competent jurisdiction or arbitrator to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in effect and this Agreement shall be read as though the offending provision had not been written.

**I FURTHER EXPRESSLY AGREE THAT THE FOREGOING RELEASE, WAIVER AND INDEMNITY AGREEMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY THE LAW OF THE STATE OF GEORGIA, IS NOT UNCONSCIONABLE, IS FULLY ENFORCEABLE IN A COURT OF LAW AND THAT IF ANY PORTION THEREOF IS HELD INVALID, IT IS AGREED THAT THE BALANCE OF THIS AGREEMENT SHALL, NOTWITHSTANDING, CONTINUE IN FULL LEGAL FORCE AND EFFECT. I SPECIFICALLY WAIVE THE RIGHT TO TRIAL BY JURY.**

**I HAVE READ AND VOLUNTARILY SIGNED THIS RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, FOR MYSELF AND THE MINOR(S) IDENTIFIED BELOW, AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS NOT A PART OF THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I HEREBY AFFIRM THAT I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR(S) LISTED BELOW.**

**PARTICIPANT/LEGAL GUARDIAN:**