# MICHAELI, LLC

WA I V E R 2024

NOTICE: Please read this document before signing. Signing this document affirms that you have read it and understand it in its entirety. If you have any questions, please ask before signing. By signing you also understand the Georgia State Equine Activity Liability Law.

THE EQUINE ACTIVITY LIABILITY LAWS OF THE STATE OF GEORGIA REQUIRE THIS NOTICE 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.

This Express Acknowledgement, Assumption of Risk, Release of Liability, Waiver of Claims and Indemnity Agreement (the “Agreement”) is

entered into by the undersigned in favor of Michaeli LLC, The Michaeli Family, Zohar Michaeli, Merav Michaeli at the address of Black Rock Ranch at 740 Fairmount Rd Waleska GA Along with their members, officers, directors, owners, employees, beneficiaries and agents, any of their successors in interest, as well as the owner(s) of any horses that may be ridden or handled by me or my child (collectively the “Released Parties” and each a “Released Party”). In consideration for me or my child being permitted to participate in Equine Activities and visit property at 740 Fairmount Rd Waleska GA , including but not limited to riding, training, boarding, grooming, handling horses, assisting service providers such as veterinarians, farriers, therapists, trying horses for sale or lease, participating in instruction and/or clinics, or observing others doing any of the above activities (“Equine Activities”) with Michaeli LLC with or without supervision, I acknowledge and agree as follows:

**Acknowledgment, Assumption of Risks**: I understand horses can bite, strike, kick, etc. which can cause injury and/or death. I understand there are certain risks inherent with handling animals and riding horses, and I accept those risks. Rider agrees to assume ANY AND ALL RISKS INVOLVED IN OR ARISING FROM THE RIDER'S USE OF OR PRESENCE UPON TRAINER AND FACILITIES including, without

limitation but not limited to, the risks of death, bodily injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency medical care, or the negligence or deliberate act of another person. INITIALS

**Release of Liability, and Waiver of Claims, Indemnification**: On behalf of myself, my heirs, successors in interest, guardians, legal representatives and assigns, I HEREBY RELEASE AND FOREVER DISCHARGE RELEASED PARTIES FROM ALL CLAIMS, ACTIONS, DEMANDS, RIGHTS, CAUSES OF ACTION AND LIABILITIES, IN LAW OR IN EQUITY, WHETHER MY OWN, MY CHILD’S OR DERIVATIVE CLAIMS, BASED UPON ANY BODILY INJURY OR DISABILITY, ILLNESS, DISEASE, DEATH, FINANCIAL LOSS, PROPERTY LOSS, DAMAGE, DESTRUCTION OR OTHER HARM OF WHATEVER NATURE, WHETHER FORESEEN OR

UNFORESEEN, THAT MAY BE SUSTAINED OR SUFFERED. I hereby agree that I, my heirs, successors in interest, guardians, legal representatives and assigns will not, either in my, my child’s, or another’s name, bring a claim against, sue, demand compensation from Released Parties for any loss or damage arising or resulting from my or my child's presence at Released Parties’ place of business or from my child receiving services from Released Parties. I further agree to indemnify, defend, and hold harmless Released Parties from any and all claims, suits, demands, liabilities, damages, losses, costs and expenses, including but not limited to damages, attorney’s fees and other costs arising from or in connection with the injury, illness or death of any person or horse, or the damage, destruction or loss of any of my or others’ property which might result from my or my child’s participation in, or presence with Released Parties.

**Georgia Law, Jurisdiction**: I acknowledge that the Released Parties and their business is based in Georgia, and I agree that the terms of this Agreement shall be governed by and interpreted according to the laws of the State of Georgia, the courts of which shall have exclusive jurisdiction over any matter arising hereunder. I specifically consent to the jurisdiction of the same. I UNDERSTAND THAT THE TERMS OF THIS AGREEMENT MEAN THAT I AM WAIVING CERTAIN IMPORTANT RIGHTS THAT I MIGHT OTHERWISE HAVE UNDER GEORGIA LAW. INITIALS

**Severability**: I agree that this document is intended to be as broad and inclusive as is permitted by Georgia law. If any portion of this Agreement is determined to be invalid, illegal, unenforceable, or in conflict with applicable law, that portion shall be severable, and the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

INITIALS

Representations and Warranties: I hereby warrant that:

* a) I HAVE VOLUNTARILY EXECUTED THIS AGREEMENT OF MY OWN FREE WILL, WITHOUT DURESS OR PRESSURE FROM ANY PERSON.
* b) I UNDERSTAND AND ACKNOWLEDGE THAT BY SIGNING THIS AGREEMENT I AM GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGE. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS.
* c) I HAVE READ THIS ENTIRE AGREEMENT CAREFULLY, AND I FULLY UNDERSTAND ALL OF ITS TERMS AND CONDITIONS. MY SIGNATURE BELOW AND MY INITIALS ON THE PRECEDING PAGES ARE ACKNOWLEDGEMENT THAT I HAVE HAD AN OPPORTUNITY TO CAREFULLY READ THE ENTIRE AGREEMENT AND TO HAVE ANY QUESTIONS ANSWERED TO MY SATISFACTION.

In case of any dispute regarding the subject matter of this Agreement, Georgia law shall apply and resolution of any dispute shall take place within Cherokee County, Georgia. If any provision of this Agreement is determined to be invalid, in conflict with applicable law, or otherwise unenforceable, that provision shall be severable, and the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired and shall continue in full legal force and effect. This Agreement may be executed in counterparts, with each identical counterpart constituting an integrated part of the whole. Electronic images of signatures shall be considered as effective as original signatures.

# RIDER’S EMERGENCY MEDIC AL INFORM ATION

Rider’s Full Name DOB

Address

Email

Known Allergies

Special Needs / Conditions

Individual(s) to be contacted in in the event of a MEDICAL EMERGENCY:

Name Name

Relation Relation

Phone Phone

In the event of a medical emergency, I hereby authorize Michaeli LLC to give and/or obtain emergency medical assistance to rider,

|  |
| --- |
|  |
|  |
|  |

|  |
| --- |
|  |
|  |
|  |

|  |
| --- |
|  |
|  |
|  |

. In the event of a medical emergency, I also give permission for rider to be transported by car or ambulance to an emergency center for treatment.

Executed as of this day of , 20

Name Signature Relation to Rider