


MICHAELI, LLC


WAIVER


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 Michael, along with property owners Lynn Aspinall Henry, Hollis C. Henry, Aspinall Henry Lakeview Farm, LLC at the address of 818 Arnold Mill Road, Woodstock, GA 30188; 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 818 Arnold Mill Road, Woodstock, GA 30188, 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, 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 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. INITIALS 

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 

MICHAELI, LLC

HORSE BOARD AGREEMENT

This Horse Board Agreement (the "Agreement") is entered into as of the date indicated below by and between Michaeli, LLC of Georgia limited liability company with principal place of business at Lakeview Farm, 818 Arnold Mill Road, Woodstock, GA 30188 and

[REDACTED] (Owner's Name) at
[REDACTED] (Owner's Address) hereafter referred to as "Owner." Owner wishes to board the Horse described below with Michaeli, LLC at its place of business (the "Stable") according to the following terms and conditions:

1. Horse

The Horse to be boarded at the Stable is identified as follows:

Registered Name: [REDACTED]
Stable Name: [REDACTED]
Gender: [REDACTED]
Year Foaled: [REDACTED]
Color: [REDACTED]
Notable Markings: [REDACTED]
Breed Registry & Number: [REDACTED]
Microchip #/ Tattoo #: [REDACTED]
Special Care and Vices: [REDACTED]

Owner represents that Owner is the sole owner of the Horse, or that Owner will have any others with ownership interest in the Horse each execute an Addendum to this Agreement, each executed copy of which is incorporated by reference herein. Each owner shall be jointly and severally responsible for all amounts due hereunder. If the Horse is leased, both the Owner of the Horse and the person responsible for paying the Horse's expenses under the lease agreement must execute this Agreement.

2. Arrival Requirements

- a) A negative Coggins test taken within 12 months of the Horse's arrival must be presented prior to boarding. For horses arriving from outside Georgia, Owner must also provide a veterinary health certificate dated within 10 days of arrival at the Stable indicating that the Horse is free of all symptoms of contagious disease.
- b) Before the Horse arrives at the Stable, Owner must provide Michaeli, LLC with proof that the Horse has had the vaccinations and deworming currently recommended by Michaeli, LLC.

3. Board Services Provided

The following services are included in Michaeli, LLC's Board Rate:

- a) Stall cleaned daily with adequate bedding provided;
- b) Fresh water is available at all times. Hay is available throughout the day, in stalls.
- c) Daily turnout, weather and ground conditions permitting, including putting on and taking off blankets, fly masks and boots provided by the Owner, according to the Horse's needs and as indicated by the weather.

4. Veterinary Care

- a) Owner is responsible for arranging regular veterinary care for the Horse. All horses at the Stable must receive at least the vaccinations recommended by Michaeli, LLC's veterinarian. Owner will be provided with a current list of required vaccinations, and will be provided with an updated list should veterinary recommendations change.
- b) All horses at the Stable must be dewormed at least on the schedule followed by Michaeli, LLC.
- c) Should the Horse become ill or injured while at the Stable, Michaeli, LLC will attempt to contact the Owner at the numbers provided by the Owner. Should Michaeli, LLC be unable to immediately reach Owner, Owner hereby authorizes Michaeli, LLC to secure any necessary emergency care for the Horse until such time as Michaeli, LLC can actually reach the Owner.
- d) In the event that Owner fails to arrange minimally acceptable veterinary or farrier care for the Horse, Michaeli, LLC reserves the right to arrange for such care at the Owner's expense. Failure of the Owner to pay for care provided to the Horse by third party professionals as and when due constitutes default under this Agreement.

5. Equipment and Supplies

The Owner is responsible for supplying all horse clothing, grooming and riding equipment, nutritional supplements and medications required by the Horse. Any use of Michaeli, LLC supplies is only with express advance permission or in case of medical emergency.

6. Training and Exercise

The Owner is responsible for all training and exercise of the Horse. The Owner may arrange for riding instruction and/or professional training provided by Michaeli, LLC. See Schedule of Fees.

7. Fees and Payment

- a) Board is due and payable in advance by the first day of each month. Fees for additional services and supplies provided by Michaeli, LLC will be billed at the end of each month and are due with the next month's board. Owner will incur a late fee of \$50 on any amount not paid within 10 days of the date due. If any check or other payment made by Owner is dishonored for any reason, Owner must immediately provide Michaeli, LLC with a replacement payment, plus any bank fees incurred by Michaeli, LLC as a result of the dishonored payment. Replacement payment must be by cash, money order or bank certified check.
- b) Board and fees for additional services are at the rates contained in the current Michaeli, LLC Schedule of Fees. Michaeli, LLC reserves the right to change fees or otherwise amend the Schedule of Fees upon 30 days' notice to Owner. Each change in the Schedule of Fees shall be incorporated by reference herein 30 days from the date notice of the change is provided to Owner.

8. Limitation of Liability

- a) Owner hereby assumes all risk of loss or damage to the the Owner's property kept at the Stable, and waives any claim against Michaeli, LLC for any loss or damage to Owner's property. Owner acknowledges that Michaeli, LLC's insurance does not cover Owner's property interests.
- b) Owner acknowledges that even with the best of care, horses can be injured or injure themselves. Owner hereby waives any claim against Michaeli, LLC for any illness of, or injury to the Horse, including the death of a horse. INITIALS
- c) Owner acknowledges that Georgia law requires the following:

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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.

9. Stable Rules and Etiquette

When at the Stable, the Owner agrees to abide by Michaeli, LLC’s Stable Rules, both those set out in writing and any of which Owner is informed verbally by Michaeli, LLC’s staff. Owner further agrees to inform Owner’s guests of the Stable Rules and is responsible for ensuring compliance with the same. Whether or not a specific rule applies, Owner agrees that whenever at the Stable, Owner and any guests will act at all times with the safety and wellbeing of all humans and animals in mind.

10. Insurance

If the Horse is insured for mortality, loss of use, and/or major medical expenses, Owner will provide Michaeli, LLC with the name of the insurance carrier and the policy number. All communication with the insurer regarding claims is the sole responsibility of the Owner.

11. Term, Non-assignability

- a) Owner may terminate this Agreement by giving Michaeli, LLC 30 days’ notice of termination.
- b) Michaeli, LLC may terminate this Agreement upon 30 days’ notice for any reason, or immediately upon notice of default, notice that the Horse is exhibiting behavior that presents a danger to Michaeli, LLC staff or others, or that Owner is acting in a manner which in the sole opinion of Michaeli, LLC constitutes a danger or a disruption to Michaeli, LLC’s orderly operation.
- c) Any of the Owner’s property left at the Stable for more than five days after the termination of this Agreement will be considered abandoned property regardless of its value and Michaeli, LLC may keep or dispose of such property at its discretion. Owner agrees to pay any costs incurred by Michaeli, LLC to dispose of Owner’s abandoned property.
- d) This Agreement is specific to the parties hereto and may not be assigned to others by the Owner. Should the Horse be sold, this Agreement and the Owner’s responsibilities hereunder shall continue until all amounts due hereunder are paid in full and the Horse has departed the Stable or the new owner(s) have signed a new Board Agreement with Michaeli, LLC.

12. Notices

Notice of changes to the Schedule of Fees and Stable Rules may be provided to the Owner by other means as a courtesy, but the notice date will be determined by the date they are posted at the Stable. Notice from Michaeli, LLC to the Owner of any illness, injury or other change in the condition of the Horse shall be by phone, text, email or any other means that allows for immediate receipt of information. It is the responsibility of the Owner to promptly inform Michaeli, LLC of any changes in Owner’s contact information.

13. General Provisions

This Agreement and the documents incorporated by reference herein constitute the entire understanding and agreement of the parties with regard to the subject matter addressed herein. No modification to this Agreement shall be binding unless agreed to in writing by all parties, excepting only revised Schedules of Fees by Michaeli, LLC and updated emergency information and contact information provided by the Owner. 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.

Executed as of this _____ day of _____, 20____

Owner’s Printed Name _____ Owner’s Signature _____

By: _____
Michaeli, LLC