

DRIVING MAGIC, INC. & STEADFAST FARMS
Liability Waiver & Authorization for Emergency Medical Treatment

Participant/Student

Volunteer/Staff

Parent/Caretaker/Guest

NAME: _____ **TODAY'S DATE:** _____

WARNING!

Be it known that 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.

WHEREAS, ADA SPRUILL and JACK SPRUILL d/b/a STEADFAST FARMS (hereinafter "STEADFAST FARMS") has made available to the undersigned, or to the child of the undersigned, or both, all or a portion of any property, equipment, horses and facilities of STEADFAST FARMS including, but not limited to, riding areas, stables, equipment, and horses, the undersigned hereby assumes full responsibility for the safety of the undersigned and the Rider.

The term "Rider" shall mean not only the undersigned, but also, any minor of the undersigned, and also any person who uses any portion of the property, equipment, horses or facilities of STEADFAST FARMS or Driving Magic, Inc. program with permission of the undersigned. Anywhere it is used in this agreement, the term "Driving Magic, Inc." shall mean Driving Magic, Inc., Jennifer Lindskoog, Matt Lindskoog (including their agents, Board of Directors, instructors, therapists, aides, volunteers, staff and/or employees, and their successors, assigns, executors, heirs and administrators). Undersigned hereby releases STEADFAST FARMS, ADA SPRUILL, JACK SPRUILL, their agents, officers, directors, employees, trainers, any landowner, MARTHA COURSEY, MAP FAMILY PARTNERS, L. P., PENDERGRAST FAMILY GROUP, L.L.C., successors, assigns, executors, heirs and administrators, and Driving Magic, Inc., from any and all claims, causes of action, demands, obligations and liabilities – which are now existing or hereafter mature or accrue at any time - arising out of or related in any fashion to the undersigned's or Rider's use of any STEADFAST FARMS property, equipment, horses or facilities or participation in the Driving Magic, Inc. program, except for STEADFAST FARMS' or Driving Magic, Inc.'s gross negligence or STEADFAST FARMS' or Driving Magic, Inc.'s intentional acts.

The undersigned acknowledges and fully understands that Rider uses the property, equipment, horses and facilities of STEADFAST FARMS or participates in the Driving Magic, Inc. program at his or her own risk. The undersigned hereby agrees to hold and save STEADFAST FARMS, ADA SPRUILL, JACK SPRUILL, their agents, officers, directors, employees, trainers, any landowner, MARTHA COURSEY, MAP FAMILY PARTNERS, L. P., PENDERGRAST FAMILY GROUP, L.L.C., successors, assigns, executors, heirs and Administrators, and Driving Magic, Inc., harmless from each and every claim, demand, liability, or other obligation which may arise out of or be connected in any fashion with loss, injury or damage to the undersigned, to the undersigned's property, to the undersigned's children or anyone using (with the undersigned's or Rider's permission) any portion of the property, equipment, horses or facilities of STEADFAST FARMS or participates in the Driving Magic, Inc. program. The undersigned hereby agrees and covenants not to bring any action at law or in equity against STEADFAST FARMS, ADA SPRUILL, JACK SPRUILL, their agents, officers, directors, employees, trainers, any landowner, MARTHA COURSEY, MAP FAMILY PARTNERS, L.P., PENDERGRAST FAMILY GROUP, L.L.C., successors, assigns, executors, heirs or administrators, and Driving Magic, Inc., on behalf of the undersigned or on behalf of Rider, whether minor or adult, arising from or relating in any fashion to any injury, damage or other loss suffered by the undersigned or by Rider and connected in any fashion with the undersigned's or Rider's use of STEADFAST FARMS' property, equipment, horses or facilities or participation in the Driving Magic, Inc. program ; and the undersigned shall further defend STEADFAST FARMS, ADA SPRUILL, JACK SPRUILL, their agents, officers, directors, employees, trainers, any landowner, MARTHA COURSEY, MAP FAMILY PARTNERS, L.P., PENDERGRAST FAMILY GROUP, L.L.C., successors, assigns, executors, heirs and administrators, and Driving Magic, Inc., against any such actions brought by the undersigned or on the undersigned's behalf or brought by Rider or on Rider's behalf or brought by any other person with respect to the Rider's or undersigned's use of STEADFAST FARMS' property, equipment, horses or facilities or participation in the Driving Magic, Inc. program; and, furthermore, the undersigned shall indemnify STEADFAST FARMS, ADA SPRUILL, JACK SPRUILL, their agents, officers, directors, employees, trainers, any

landowner, MARTHA COURSEY, MAP FAMILY PARTNERS, L. P., PENDERGRAST FAMILY GROUP, L.L.C., successors, assigns, executors, heirs and Administrators, and Driving Magic, Inc., for anything for which Rider is responsible either alone , jointly or severally.

The undersigned hereby forever releases STEADFAST FARMS, ADA SPRUILL, JACK SPRUILL, their agents, officers, directors, employees, trainers, any landowner, MARTHA COURSEY, MAP FAMILY PARTNERS, L.P., PENDERGRAST FAMILY GROUP, L.L.C., successors, assigns, executors, heirs and administrators, and Driving Magic, Inc., from any and all claims, causes of action, obligations, responsibilities, demands, liabilities and damages - whether now existing or hereafter accruing or maturing at any time and in any way related to or arising out of training with STEADFAST FARMS whether at STEADFAST FARMS facilities, or in the Driving Magic, Inc. program, whether on or off the premises of STEADFAST FARMS, at a horse show, or elsewhere, or arising out of or related to STEADFAST FARMS' training or riding the undersigned's horses whether at STEADFAST FARMS, at a horse show, or elsewhere. Furthermore, the undersigned shall defend STEADFAST FARMS, ADA SPRUILL, JACK SPRUILL, their agents, officers, directors, employees, trainers, any landowner, MARTHA COURSEY, MAP FAMILY PARTNERS, L.P., PENDERGRAST FAMILY GROUP, L.L.C., successors, assigns, executors, heirs and administrators, and Driving Magic, Inc., against any and all such actions brought by the undersigned or on the undersigned's behalf or brought by Rider or on Rider's behalf or brought by any other person with respect to training received by Rider or Rider's horses at STEADFAST FARMS, or in the Driving Magic, Inc. program whether on or off the premises of STEADFAST FARMS, at a horse show, or elsewhere.

The undersigned hereby acknowledges and understands that STEADFAST FARMS, ADA SPRUILL, JACK SPRUILL, their agents, officers, directors, employees, trainers, any landowner, MARTHA COURSEY, MAP FAMILY , L. P., PENDERGRAST FAMILY GROUP, L. L. C., successors, assigns, executors, heirs and administrators, and Driving Magic, Inc., do not represent or warrant the quality or character of any horse furnished to Rider. Furthermore, the undersigned acknowledges and understands that horseback riding, carriage driving, or other participation in activities at STEADFAST FARMS, or in the Driving Magic, Inc. program, may involve substantial risk of bodily injury, death, property damage and other dangers including, but not limited to, bodily injury or death resulting from kicks and bites, falling off horses or horses falling on Rider, being dragged by a foot caught in the stirrups, Rider being thrown by horse or from a carriage, equipment failure or collision with horses or vehicles or other inanimate objects.

In the event Rider or any of the designated individuals is a minor, the undersigned, on behalf of said minor, does hereby consent to any x-ray, anesthetic, medical or surgical diagnosis or treatment and hospital service that may be rendered to said minor under the general or specific instructions of any physician or hospital. The undersigned acknowledges that this consent to medical treatment is given in advance of any specific diagnosis or treatment which may be required, but is given to encourage STEADFAST FARMS, Driving Magic, Inc., any hospital staff and physicians to exercise their best judgment as to the requirements of such diagnosis or treatment. The undersigned hereby agrees to pay all fees and expenses of doctors, hospitals, ambulances and other medical expenses reasonably and necessarily incurred.

READ CAREFULLY BEFORE YOU SIGN. THIS DOCUMENT RELEASES STEADFAST FARMS, ADA SPRUILL AND JACK SPRUILL, AND DRIVING MAGIC, INC., FROM ANY LIABILITY RESULTING FROM USE OF SPEADFAST FARMS' PROPERTY, EQUIPMENT, HORSES OR FACILITIES, OR PARTICIPATION IN THE DRIVING MAGIC, INC. PROGRAM.

Printed Name

Signature

Name of Parent/Guardian, in the case of a minor

Signature of Parent/Guardian, in the case of a minor

Date

Witness Signature

Street Address

City State Zip Code Phone

Photo release:

I DO DO NOT

consent to and authorize the use and reproduction by Driving Magic, Inc. of any and all photographs and any other audio/visual materials taken of me/my child for promotional material, educational activities, and exhibitions or for any other use for the benefit of the program.

Signature: _____ Date: _____
Responsible Party Signature

Confidentiality Agreement:

I understand that all information (written and verbal) about participants/students of Driving Magic, Inc. is confidential and may not be shared with anyone without the express written consent of the participant/student and his/her parent/guardian, in the case of a minor.

Signature: _____ Date: _____
Responsible Party Signature

Authorization for Emergency Medical Treatment:

In the event emergency medical aid/treatment is required due to illness or injury during the process of receiving services, or while being on the property of the agency, I authorize Driving Magic, Inc. to:

1. Secure and retain medical treatment and transportation if needed.
2. Release client records (participant, volunteer, staff member) upon request to the authorized individual or agency involved in the medical emergency treatment.

List Allergies: _____

List Current medications: _____

In the event of an emergency, contact:

Name: _____ Relation: _____ Phone: _____

Name: _____ Relation: _____ Phone: _____

Consent Plan:

Authorization includes x-ray, surgery, hospitalization, medication and any treatment procedure deemed "life saving" by the physician. This provision will only be invoked if the emergency contact(s) above are unable to be reached.

Date: _____ Consent Signature: _____
(Participant/Student, Volunteer/Staff, Parent or Legal Guardian, in the case of a minor)

Non-Consent Plan:

I do not give my consent for emergency medical treatment/aid in the case of illness or injury during the process of receiving services or while being on the property of the agency. In the event emergency treatment/aid is required, I wish the following procedures to take place:

Date: _____ Consent Signature: _____
(Participant, Volunteer/Staff, Parent or Legal Guardian)