

	Day Ride
	Weekend
	Campsite
	Paddock

FAYE WHITTEMORE FARMS, INC
RELEASE & WAIVER OF LIABILITY AGREEMENT

In consideration of the opportunity afforded to me to participate in actual horseback riding, such opportunity afforded to me at my specific request, on the grounds located on the following described real property:

Parcel of land located in Walker County, Alabama.

This parcel includes but not limited to Faye Whittemore Farms campground, and any facilities located thereon operated by Faye Whittemore Farms; and recognition of the possible dangers to which I voluntarily subject myself by participating in horseback riding and related activities.

I, the undersigned (print) _____ being over the age of eighteen (18) years, hereby agrees as follows:

1. Knowingly, freely, and voluntarily, for myself, my heirs, personal representatives, and assigns, waive any right or cause of action, of any kind whatsoever, arising as a result of my participation in horseback riding, or any activities located on or adjacent to, said described real property from any which liability may or accord accrue to Faye Whittemore Farms;
2. Assume all risks of injury to myself including death by horseback riding, drowning, or other accident, and to my property, while participating in horseback riding or in any activities incidental thereto;
3. Assume all risk of injury to myself and to my property while present at Faye Whittemore Farms activities;
4. For myself and my heirs, personal representatives, or assigns from the date of this release and waiver agreement, and forever hereafter, hold the said owners, and Faye Whittemore Farms harmless and blameless for any injury to myself; including death, occasioned by participation in, or presence at, Faye Whittemore Farms, their agents, officers, or employees. Should heirs, my personal representatives, assigns or I institute action against either the owners or Faye Whittemore Farms, arising out of Injury to myself and my heirs, legal representatives and assigns, I hereby agree to pay all costs of such action including attorney fees incurred by them.

I also understand that under ALABAMA 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.

Signature _____ Date _____

Signature of parent or legal guardian if 18 or under _____

Address _____ City _____ State _____ Zip _____

Phone _____ E-mail _____

Witness _____

CONTINUING EFFECT: This agreement shall remain in effect from the date signed until terminated by me in writing and shall apply each time I, my child(ren) or any person that I sign for as guardian participate in any activities in or around Faye Whittemore Farms, regardless of frequency, any termination of this agreement shall be effective only with respect to activities occurring after the date of termination and shall have no effect on the validity of the agreement or releases set forth herein with respect to any event occurring at any event prior to such termination.