Long Branch Lakes Equestrian Center

LIABILITY RELEASE FORM

Hereinafter, “the stable” refers to ***Long Branch Lakes Equestrian Center,*** and includes the agents, employees, representatives, contractors and volunteers of the same as well as the premise associates, the Long Branch Lakes at Fall Creek Falls Property Owners Association, Inc. and boarders with, or owned by the same.

WARNING

UNDER TENNESSEE LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM INHERENT RISKS OF EQUINE ACTIVITIES, PURSUANT TO TENN. CODE ANN.TITLE 44, CHAPTER 20

I,_____ (hereafter, “RIDER”, which term includes RIDER’S parents or legal Guardian, if minor), freely and voluntarily seek to participate in equine related activities on this premise. Furthermore, RIDER agrees to release, indemnify, and discharge the stable, on behalf of RIDER, RIDER’S heirs, parents, assign personal representatives and estate. Now and in the future, agrees as follows:

1. **Acknowledgement of Inherent Risks of Equine Activities/Assumption of Risks.** RIDER acknowledges that there are numerous inherent risks of equine related activities. The inherent risks include those dangers and conditions which are an integral part of equine activities including, but not limited to: (a) the propensity of an equine or other animal to behave in ways that may result in damage to property, injury, harm or death to persons on or around them or to another animal; (b) risks associated with the activity may include injuries caused by bucking, biting, stumbling, rearing, trampling, scratching, falling, butting or other such actions; (c) a horse may also react in a dangerous manner when a condition or treatment is considered hazardous to the welfare of the animal; (d) unpredictability of the equine’s reaction to such things as sounds, sudden movement, unfamiliar objects or environment, and persons or other animals; (e) certain hazards such as surface or subsurface conditions (included but not limited to dangers from high cliffs, sink holes, wild animals and snakes, etc); (f) collisions with other animals or objects; (g) the potential of RIDER or other person to act in a negligent manner that may contribute to injure to the RIDER, horse or others, such as a person failing to exercise reasonable care, take adequate precautions, or
use adequate control when engaging with the horse including failing to maintain control over the horse or not acting within his or her ability; (h) the breakage or failure of tack or other equipment; and (i) the potential that an equine may cause injury or harm to the RIDER or other persons or animals in the vicinity. RIDER is not relying on the management to list within this document all possible inherent risks or all risks of participating in any Equine Related Activities. RIDER also assumes all risks of injury or loss of any kind in connection with activities on the premises of including such personal injury or losses or damages to automobiles, campers, or

trailers, on or near the premises. RIDER shall be solely responsible for any loss of any kind including theft or property damage.

2. Waiver and Release of Liability
With full knowledge and appreciation of these and other inherent risks associated with equine activities, RIDER freely and voluntarily assumes the risks of equine activities involved in any aspect of them. RIDER also voluntarily agrees to waive any and all rights to sue and hereby releases the stable from all liability, loss, claims or actions for injury, death, expenses, or damage to person or property resulting from the inherent risks of Equine Related Activities, or resulting from an action or inaction by the stable. This waiver and release are effective even if the injury, death or damage to person or property is caused by, or contributed to by, actions or failure to act of the stable and which actions or inactions constitute ordinary negligence or a violation of any applicable law pertaining to equine activity liabilities. Neither RIDER or RIDER'S parents, heirs, representatives, successors and assigns, shall make any claim against, maintain an
action against, or recover from the stable or its employees, agents, volunteers, representatives, designated officials, or others acting on their behalf for injury, loss, damage or death of the RIDER, to the RIDER'S horse(s), or to the RIDER'S personal property (regardless of ordinary negligence by the stable or regardless of an alleged violation of an applicable equine activity liability law).

3. Property/Equipment/Horses
RIDER warrants that all RIDER'S equipment is in good working order, and that any horse(s) RIDER has brought are healthy, and currently are properly immunized and have received a current 12-month negative Coggins test.

4. **RIDER** hereby authorizes and consents to any emergency medical care which may at the time appear reasonably appropriate under the circumstances as a result of injury or sickness caused by or incurred in the course of an equine related activity.

5. **RIDER** certifies RIDER has adequate insurance to cover any injury or damage RIDER may cause or suffer, or else agree to bear the costs of such injury or damage.

6. RIDER represents that RIDER has no health or physical problems that will interfere with involvement in equine related activities or access to equine facilities.

7. RIDER promises to leave the premises in as good condition as RIDER found them, particularly any camping site RIDER may use, and shall not litter or cause any destruction.

8. Protective Headgear
RIDER acknowledges that the wearing of a protective helmet that meet or exceed ASTM/SEI standards is encouraged and highly recommended by the stable for all riders while riding, handling, or being near a horse. RIDER understands that the wearing of protective helmets may reduce the severity of an injury and may prevent the wearer's death as a result of a fall or other event. **RIDERS under the age of 18 will be required by the management to wear protective helmets that meet or exceed ASTM/SEI standards.**

Protective Headgear/Helmet Refusal
Against the advice of the stable, RIDER is refusing to wear a helmet and assuming all risk of injury. RIDER further agrees to indemnify and hold harmless the stable from any and all claims that are brought by or on behalf of RIDER, as the result of head trauma resulting from participation in any horse activities. I hereby refuse to wear a helmet and assume all responsibility for my safety in this decision.

_____

(Signature of RIDER) (Age) (Date)

9. Horses outside of confined areas
Each horse boarder is responsible for their own personal safety and for the care and control of their horse/s. When not in a confined area horses must be attended to at all times by a responsible individual. It is highly recommended that horses outside of confined areas be tied or on a lead line.

10. RIDER agrees that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

I HAVE READ THIS ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY, I UNDERSTAND THAT IT IS A RELEASE OF CLAIMS, I EXECUTE IT VOLUNTARILY AND WITH FULL KNOWLEDGE OF ITS MEANING AND SIGNIFICANCE, AND THAT I AM ASSUMING RISKS INHERENT TO EQUINE RELATED ACTIVITIES AND I AGREE TO BE FULLY BOUND BY ITS TERMS.

_____

(Signature of RIDER) (Print Name) (Date) (Age)

_____

(Address) (City) (State) (Zip)

_____

(Phone) (Date) (Email)

_____

(Signature of Parent/Guardian for Minor) (Print Name) (Date)

EMERGENCY CONTACT:

_____

(Name) (Phone) (Relationship to RIDER)