



## **EQUINE RELEASE FORM**

Under Tennessee Law, An Equine Professional is not responsible or liable for an injury or death of a participant in equine activities resulting from the inherent risk of equine activities, pursuant to Tennessee Code Annotated Title 44, Chapter 20.

### **Release of Liability and Assumption of Risk Agreement**

WHEREAS inconsideration of participation in an equestrian activity, clinic, lesson, riding and/or training conducted by TWIN OAKS GUEST RANCH or their employees, representatives, agents, or assigns at 11991 STEWARTS FERRY PIKE, LEBANON, TH 37090, (hereinafter "TWIN OAKS GUEST RANCH" and "Releasee"), the undersigned (hereinafter "participant"), individually or by and through his/her representative, does hereby agree as follows:

1. Participant hereby acknowledges and understands that there is an inherent risk of personal injury involved in the operation of a horse/pony/riding stable and its associated activities and the operation of such would be impossible without a complete release of the owners from liability for personal injuries incurred on the operation of TWIN OAKS GUEST RANCH; and
2. Participant hereby acknowledges and assumes the risk that horses and riding are very dangerous and involve the risk of serious injury and/or death and/or property damage. Participant also expressly acknowledges that horseback riding is a dangerous activity and involves inherent risks that may cause serious injury and in some cases death. Participant further acknowledges that participant is qualified, in good health and in proper physical and mental condition to participate in riding activities ;and
3. Participant acknowledges that a horse or pony, without warning or any apparent cause may buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's foot or push a person; all of which may injure the participant directly, or cause the participant (rider or observer) to fall or be jolted, resulting in serious injury or death; and
4. Participant acknowledges that saddles, bridles and other equine equipment may loosen or break. Participant further acknowledges that equipment which was initially properly adjusted may loosen or otherwise cease to be properly adjusted during the course of the ride/clinic/lesson and/or training; that the breakage or improper adjustment of equine equipment may result in the participant falling and/or may otherwise result in serious injury or death and this release from liability and assumption of risk applies to risks, injury and/or damages arising from equine equipment whether provided by participant or TWIN OAKS GUEST RANCH, and

- from the handling, use, adjustments of equine equipment whether by the participant or TWIN OAKS GUEST RANCH; and
5. Participant acknowledges that TWIN OAKS GUEST RANCH cannot guarantee that a horse selected for participant will be suitable at ALL times as participant acknowledges any horse no matter what age or of what training can still be unpredictable and can cause injury; and
  6. Participant hereby represents that participant has inquired into the equine activities associated with TWIN OAKS GUEST RANCH and that participant understands the nature of such activities and the physical capacities required for such activities and that participant has the ability to safely engage in such equine activities and participant further represents that participant has no physical or mental limitation which would affect his or her ability to engage in equine activities, or which would affect participants ability to understand and comply with instructions from TWIN OAKS GUEST RANCH; and
  7. Participant hereby agrees to observe and obey all posted rules and warnings and further agrees to follow any oral instructions and/or directions given by TWIN OAKS GUEST RANCH; and
  8. Participant agrees and warrants to examine and inspect each activity of equestrian activities in which participant takes part and if participant observes any condition which participant considers to be unacceptably hazardous or dangerous, participant will notify the proper person of authority in charge of said activity and will refuse to take part in the activity until the condition has been corrected to the participants satisfaction; and
  9. WHEREAS, in consideration of the foregoing, participant, while involved in riding trails (guided or not guided), school field trips, business or family trips; on a horse, pony or mule of any kind, in wagon pulled by such (whether owned, leased or borrowed by TWIN OAKS GUEST RANCH), does hereby assume full responsibility for personal injury to self, and/or child and further forever releases, indemnifies and holds harmless TWIN OAKS GUEST RANCH from any claims, demands, suits or cost from any personal injury, death, property damage, medical, funeral expenses, loss of service or work, pain and suffering, emotional or psychological damages or any damages whatsoever incurred while participant is engaged in riding horses, taking lessons, participating in trail rides, swimming while riding, handling or otherwise being near horses owned by or in the care, custody and control of TWIN OAKS GUEST RANCH, loss or damage arising from the use of or presence upon the premises, parties, visiting, boarding horses, filming or photographing or any other activity related to TWIN OAKS GUEST RANCH in any other area off the premises; and
  10. WHEREAS, Participant does hereby release, discharge and covenant to bring no claims, demands, actions, and causes of action and/or litigation against TWIN OAKS GUEST RANCH, and if applicable, owners and lessors of premises on which the riding stable activities take place for any economic and/or non-economic losses due to bodily injury, death, property damage sustained by participant and/or participants minor child or legal ward in relation to the premises and operations of TWIN OAKS GUEST RANCH and does hereby forever covenant to indemnify from all liability, claims, demands, losses and/or damages on participants account caused or alleged to be caused in whole or in part by the negligence of TWIN OAKS GUEST RANCH. TWIN OAKS GUEST RANCH is not liable for

motorized vehicles on the trails, in the woods, on the roads or any area where participants ride. TWIN OAKS GUEST RANCH is not liable for hunters in the areas where participants ride. TWIN OAKS GUEST RANCH is not liable for ANY animals (Wild or Pets), snakes, spiders, birds, bees (not limited to) in areas where participants ride. TWIN OAKS GUEST RANCH is not liable for natural disasters or any act of God.

11. WHEREAS, Participant further agrees that if despite this Release of Liability and Assumption of Risk Agreement waiver, I (Participant) or anyone on my behalf make(s) a claim against TWIN OAKS GUEST RANCH, Participant will indemnify, save and hold harmless each of the releasees from any litigation expenses, attorney fees, loss, liability, damage and/or cost which any may incur as the result of defending such claim. Furthermore, this release of liability and assumption of risk agreement shall be construed and enforced in accordance with the Laws of the State of Tennessee, and proper venue for any action arising under this agreement shall be in Wilson County, Tennessee.

Signed \_\_\_\_\_

Print Name \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

Name of Minor Child \_\_\_\_\_

