

WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

WARNING

Under Tennessee Law, an 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 Tennessee Code Annotated, title 44, chapter 20.

BEFORE SIGNING, PLEASE READ THIS ENTIRE DOCUMENT!!

The undersigned individual for himself or herself, his or her spouse and/or his or her children, ward, or any other minor he/she is representing with consent of minor's Parent/Legal Guardian to legally act as guardian (hereinafter collectively and individually referred to as the "Undersigned"), releases and holds harmless THE GIBSON COUNTY FAIR ASSOCIATION, THE GIBSON COUNTY SADDLE CLUB and anyone associated with THE GIBSON COUNTY FAIR ASSOCIATION, THE GIBSON COUNTY SADDLE CLUB including, but not limited to, their respective owners, officers, directors, agents, clients, volunteers, independent contractors and employees (hereinafter collectively and individually referred to as the "Released Parties"), from any liability, claim or suit that may result directly or indirectly, wholly or in part, from the Undersigned's participation, rental, use or misuse of any equipment, animals & services furnished by the Released Parties.

(Initial) BY SIGNING THIS AGREEMENT, THE UNDERSIGNED ACKNOWLEDGES/ ACCEPTS ALL RISKS THAT INCLUDES BUT ARE NOT LIMITED TO THE FOLLOWING:

1. THE PROPENSITY OF ANY EQUINE, WHICH INCLUDES HORSES, PONIES, MULES, DONKEYS, OR HINNIES, TO BEHAVE IN WAYS THAT MAY RESULT IN INJURY OR HARM, OR DEATH TO THE PERSONS ON OR AROUND THEM INCLUDING THE UNDERSIGNED;
2. THE PROPENSITY OF AN EQUINE TO BE UNPREDICTABLE IN ITS REACTION TO SOUNDS, SUDDEN MOVEMENT, AND UNFAMILIAR OBJECTS, PERSONS INCLUDING THE UNDERSIGNED, OTHER ANIMALS, ETC.;
3. THE POSSIBILITY OF AN EQUINE TO ENCOUNTER THE HAZARDS OF SURFACE OR SUBSURFACE CONDITION THAT RESULT IN INJURY OR DEATH TO THE UNDERSIGNED*;
4. THE POSSIBILITY OF EQUINE COLLIDING WITH OTHER EQUINES OR OBJECTS THAT COULD RESULT IN INJURY TO THE UNDERSIGNED;
5. THE POTENTIAL OF THE UNDERSIGNED, OR AN OTHER PARTICIPANT TO ACT IN A NEGLIGENT MANNER THAT MAY CONTRIBUTE TO INJURY TO THE UNDERSIGNED OR OTHERS, SUCH AS FAILING TO MAINTAIN CONTROL OVER THE EQUINE OR NOT ACTING WITHIN HIS/ HER ABILITY;
6. THE POSSIBILITY OF TACK FAILURE. TO THE BEST OF OUR KNOWLEDGE, TACK IS SOUND AND PROPERLY SECURED, HOWEVER, THERE IS A POTENTIAL OF FAILURE WHICH COULD RESULT IN FALLING FROM HORSES CAUSING SERIOUS INJURY AND/OR DEATH. THIS INCLUDES BUT IS NOT LIMITED TO THE POTENTIAL OF THE SADDLE GIRTHS LOOSENING DURING THE RIDE. NOTIFY A SADDLE CLUB BOARD MEMBER OR SOMEONE IMMEDIATELY IF YOU FEEL TACK MAYBE INSECURE OR FAULTY;
7. THE POSSIBILITY, IF OTHER SERVICES ARE PROVIDED INCLUDING BUT NOT LIMITED TO A HAYRACK RIDE, THERE IS A RISK OF EQUIPMENT FAILURE, EQUIPMENT COLLISION, AND/OR HAZARDS OF SURFACE OR SUBSURFACE CONDITIONS THAT COULD RESULT IN INJURY OR DEATH TO THE UNDERSIGNED*;
8. THE TO NEED TO NOTIFY A SADDLE CLUB BOARD MEMBER IF AT ANY TIME UNDERSIGNS FEELS THEY ARE IN DANGER AND/OR HAVE A QUESTION.

*Illustration: Unsatisfactory surface conditions caused by water, ice, snow, mud, or other substances that may effect footing; holes, ditches, culverts, fallen trees, branches, building materials, and debris that may or may not be apparent to Equines, Equipment or Participants; fence posts, gates, branches and other similar obstructions that may effect Equines, Equipment or Participant; subsurface conditions such as animal burrows that may cause the soil to provide inadequate support; any other surface or subsurface that may or may not be apparent to Equines or Participants and that may effect Equines, Equipment and Participants. This illustration and list of items is not exhaustive and is intended only to illustrate hazards of surface or subsurface,

(Initial) INSURANCE – BY SIGNING BELOW YOU, THE UNDERSIGNED, AGREE (for self and/or Minor(s) for which you are Parent/Legal Guardian/ Authorized Adult) IF MEDICAL TREATMENT OF ANY TYPE OR KIND BE REQUIRED, THAT YOUR or MINOR(S)' PERSONAL INSURANCE COMPANY AND/OR PERSONAL FUNDS SHALL PAY FOR ALL SUCH INCURRED EXPENSES INCLUDING BUT NOT LIMITED TO SERVICES PROVIDED BY HOSPITAL, DOCTOR(S), CLINICS. THE RELEASED PARTIES WILL NOT BE HELD LIABLE FOR ANY CLAIMS OR SUITS OF ANY TYPE OR KIND.

(Initial) BY SIGNING THIS WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT the Undersigned acknowledges that they have read and accepts this agreement and that they and anyone associated with them, including but not limited to all of their heirs, do hereby voluntarily and forever releases, holds harmless and discharges the Released Parties and their respective officers, directors, owners, agents, clients, volunteers, and employees from any and all claims, suits, actions, and/or liability of any type or kind (including but not limited to, damages for personal injury – hereinafter "personal injury" is understood to also include disabling injury that could alter life's activities and even death) that the Undersigned at any time may have or sustain as a result of participating in services provided, including but not limited to horse rental, and/or receiving goods, other services, or instruction in anyway or anything else connected with the Released Parties and their respective officers, directors, owners, agents, clients, volunteers, and employees or other acts or omissions of any time or kind relating to the Released Parties. The Undersigned fully understands, acknowledges and agrees that there is a possibility of accidental or other physical injury when participating in services such as trail rides, pony leads, hayrack rides, etc. and/or "spectators or visitors". Nonetheless, the Undersigned further agrees to assume the risk of personal injury, and any and all other risk or any loss or injury of any type or kind whatsoever, including loss of use and any other indirect or consequential damages which the undersigned may suffer, resulting directly or indirectly, wholly or in part, from Released Parties services including but not limited to horse rental, pony-on-a-lead, and hayrack ride. Undersigned further agrees to indemnify and hold harmless the Released Parties and their respective owners, officers, directors, agents, volunteers, independent contractors, and employees from any and all loss, cost or expense suffered, and claims, demands, actions damages, and judgments of any nature asserted against the Released Parties as a result of the Undersigned's renting and/or participating services offered by the Released Parties.

(Initial) I, the Undersigned, have signed this WAIVER AND RELEASE OF LIABILITY AND IDEMNITY AGREEMENT form freely and willingly, without any pressure of any kind from anyone. I fully understand all of the contents of this Agreement and acknowledge that I and Minor(s) I am signing for have received instructions on the proper use of equipment (including tack) and/or horses/animals(s) rented. If signing as an Adult Representative for Minor(s), I acknowledge that I have permission from Minor(s)' parent or legal guardian to act as their legal guardian. I have parent or legal guardian's permission to sign this waiver of liability and by doing so, take full responsibility for said Minor(s). I acknowledge that parent and/or legal guardian has stated that they have appointed me legal guardian and will abide by all stated restrictions and releases in this form including but not limited to the agreement that THE GIBSON COUNTY FAIR ASSOCIATION, THE GIBSON COUNTY SADDLE CLUB or anyone associated with them, will not be held liable for any type or kind of medical expenses, claims and/or suits. This agreement will remain in effect until one or both parties cancel.

(Initial) COST AND FEES: In the event that Undersigned shall commence litigation in respect to this WAIVER AND RELEASE OF LIABILITY AND IDEMNITY AGREEMENT form, the Undersigned will be responsible for all cost and expenses, including attorney's fees incurred by BOTH parties as result of such litigation.

SIGNATURE X _____ **DATE** ____/____/____
UNDERSIGNED- ADULT RENTER/PARTICIPANT MONTH DAY YEAR
ADDRESS: _____ **PHONE:** _____

NAMES OF ALL MINOR(S) RENTERS/PARTICIPANTS FOR WHOM I AM LEGALLY RESPONSIBLE:

1.) _____ 2.) _____ 3.) _____

SIGNATURE X _____ **DATE** ____/____/____
UNDERSIGNED - PARENT/ LEGAL GUARDIAN/ADULT REPRESENTATIVE OF MINOR(S) MONTH DAY YEAR

RIDING HELMET REFUSED _____ (INITIAL OF RENTER OR MINOR(S) PARENT/LEGAL GUARDIAN/REPRESENTATIVE.)