Hide-Away Farm

**Release and Waiver of Liability, Assumption of Risk**

**And Indemnity Agreement**

**Read this agreement before signing it. Your signature indicates you understand it and agree to its terms. By signing this agreement you, and your child are giving up certain legal rights, including the right to sue or recover damages in case of injury, death or property damages, for any reason, including but not limited to the negligence of Hide-Away Farm, its owners, employee’s, representative’s, sponsors, or agents (hereinafter the Releasees).**

**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.**

**Statement of Inherent Risk:** Horses by nature are flighty and unpredictable despite training, age, use, experience or past behaviors. In any given situation a horse may become dangerous and may cause severe injury, including but not limited to death, to itself, a rider or anyone in the vicinity. In participating with horses in any activity, situation, or as spectator or observer there is inherent risk involved.

I, (parent) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on behalf of myself (and minor child) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, reside at (street name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(city)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , (state)\_\_\_\_\_\_\_\_\_\_\_\_ (zip)\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

In consideration for allowing me (or my minor child), to handle, ride horses and/or access to Hide-Away Farm premise on behalf of myself, child, personal representatives, spouses, heirs, next of kin, estate or assigns, I Hereby:

1. **I acknowledge the inherent risk of horses, the Tennessee equine liability warning and that a horse may, without warning or any apparent cause,** buck, rear, stumble, bite, fall, kick, run, make unpredictable movements, spook, jump obstacles, step on a persons feet, push or shove a person, or that tack may break or loosen. -All of which may cause the rider, handler or person in the vicinity to be jolted, fall, result in injury or death.
2. **Acknowledge that horseback riding and working with horses on the ground is an inherently dangerous activity** and involves risks that may cause serious injury and in some cases death, because of the unpredictable nature and irrational behavior of horses regardless of their training or past performance.
3. **Voluntarily assume the risk and danger of injury or death and release negligence of Hide-Away Farm** Releasee’s for inherent risks in the use of the horse, equipment, and gear provided to me by Hide-Away Farms and Releasee’s.
4. **Release, Discharge and Promise not to Sue Hide-Away Farm** and its Releasee’s (the owners, agents, representatives, or sponsor’s) for any loss, liability, damages, negligence, or cost whatsoever out of or related to any loss, damage, or injury (including death) to my person (child) or property.
5. **Release the Releasee’s** from any claim that such Releasee’s are or may be negligent in connection with my riding or handling experience or ability including, but not limited to, training, selecting horses, maintenance, care, fit or adjustment of all tack, instruction or riding skills, leading or supervising riders.
6. **Indemnify, and Save and Hold Harmless Hide-Away Farm**, instructors, owners and Releasees from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with either my (or child) use of the horse, and any equipment or gear provided therewith or any acts or omissions of releases.
7. **The undersigned expressly agrees that the foregoing release and waiver of liability, negligence, assumption of risk, and indemnity agreement is governed by the State of Tennessee** and is intended to be as broad and inclusive as it permitted by Tennessee Equine Liability Law/Warning (ride at your own risk) and that in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.
8. **Acknowledge that this document is a contract** and agree if a lawsuit is filed against Hide-Away Farm, or it owner, agents, employee’s, representatives or sponsors for any injury or damage in the breach of this contract, the undersigned will pay all attorney’s fees and costs incurred by Hide-Away Farm and its releasees in defending such an action.
9. **State that I, or minor, is not now pregnant, and that I have no history of heart problems, seizures or any other medical problem** that could be affected while horseback riding or handling horses. If any of these conditions change it is the undersigned responsibility to notify Hide-Away Farm management immediately.
10. **Acknowledge abiding by the rules and regulations of Hide-Away Farm** and its owners, instructors, and representatives. Failure to do so may result in termination of services and/or required to leave the premise, and loss of monies paid for services.
11. **If the person who is to enter into this agreement is a minor (less than 18 years old), his/her parent or legal guardian must read this Agreement and sign below on behalf of the minor.**

**I have read and understand this entire release of liability document. I understand it is a promise not to sue and to release Hide-Away Farm, its owners, employee’s, sponsors, representatives and agents of all claims. I have made a free and deliberate choice to sign this Release and Waiver as condition to Releasees allowing me and or my child to ride or handle a horse. I have concluded that the risks involved and the release and waiver of liability is worth the pleasure of working with and horseback riding experience.**

**Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Parent or Guardian Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Child name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Birthdate:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**