

East Tennessee Riding Club and Horse Show Association, Inc.

PO Box 4805

Oak Ridge, TN 37831-4805

(Facilities located at 470 Tuskegee, Oak Ridge, TN 37830)

Acknowledgement of Riding Member and Instructor Responsibility,

Express Assumption of Risk, and Release of Liability

I understand that during my participation in equine activities, I may be exposed to a variety of hazards and risks foreseen and unforeseen, which are inherent in all equine activities and cannot be eliminated without destroying the unique character of the equine experience. These inherent risks include, but are not limited to, the dangers of serious personal injury, property damage, and death "injuries and damages" from exposure to the hazards of being around horses. The East Tennessee Riding Club and Horse Show Association, Inc., hereinafter referred to as ETRC, have not tried to contradict or minimize my understanding of these risks. I know that injuries and Damages can occur by natural causes or activities of other persons, animals, Club members, 4H leaders, instructors and assistants or third parties, either as a result of negligence or because of other reasons. I understand that risks of such injuries and Damages are involved in equine activities such as at ETRC and I appreciate that I may have to exercise care for my own person and for others around me in the face of such hazards. I further understand that during the period that I am exposed to equine activities there may not be rescue or medical facilities or expertise necessary to deal with the injuries and Damages to which I may be exposed.

In consideration for my acceptance as a participant in equine activities at the ETRC, and the services and amenities to be provided by the ETRC in connection with any equine activities, I confirm my understanding that:

I have read any rules and conditions applicable to the equine activities made available to me; I will pay any costs and fees for the equine activities; and I acknowledge my participation is at the discretion of any leadership.

This Agreement is intended to be as broad and inclusive as is permitted by law. If any provision or any part of any provision of this Agreement is held to be invalid or legally unenforceable for any reason, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

To the fullest extent allowed by law, I agree to **WAIVE, DISCHARGE CLAIMS, AND RELEASE FROM LIABILITY** the ETRC its officers, directors, employees, agents and leaders from any and all liability on account of, or in any way resulting from injuries and Damages, even if caused by

negligence of the ETRC its officers, directors, employees, agents, and leaders, in any way connected with equine activities. I further agree to **HOLD HARMLESS** the ETRC its officers, directors, employees, agents, and leaders from any claims, damages, injuries or losses caused by my own negligence while a participant in equine activities. I understand and intend that this assumption of risk and release is binding upon my heirs, executors, administrators and assigns, and includes any minors accompanying me in equine activities.

I have read this document in its entirety and I freely and voluntarily assume all risks of such injuries and Damages and notwithstanding such risks, I agree to participate in equine activities.

State of Tennessee Equestrian Liability

WARNING: Under Tennessee Law and an equine professional is not liable for an injury to or the death of a participate in equine activities resulting from the inherent risk of equine activities pursuant to the Tennessee Code Annotated Title 44 Chapter 20 Part 1.

Printed Name: _____

Signed: _____ Date _____

If you are a minor (under age 18), a parent or legal guardian must sign this Agreement on your behalf.

I hereby agree and consent to the foregoing Agreement on behalf of the minor below.

Name and age of minor: _____ DOB: _____
(Please print)

Signature of Parent or Guardian: _____

Date: _____