

# NATCHEZ TRACE RIDING STABLES

6691 LICK CR. RD.

PRIMM SPRINGS, TN 38476

(931)682-3706

## !!!!WARNING!!!!

UNDER TENNESSEE LAW, AND EQUINE PROFESSIONAL IS NOT RESPONSIBLE OR LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISK OF EQUINE ACTIVITIES. PURSUANT TO TENNESSEE CODE ANNOTATED, TITLE 44, CHAPTER 20 (ACTS 1992, CH 07A-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 Darren C. Haman, Regina M. Haman, Sedona S. Haman, or their employees, representatives, agents, or assigns at 6691 Lick Rd., Primm Springs, Tennessee, (hereinafter "NATCHEZ TRACE RIDING STABLES" and Releasee) the undersigned ( hereinafter "client"), individually or by and through his/her representative, does hereby agree as follows:

1. Client hereby acknowledges and understands that there is an inherent risk of personal injury involved in the operation of a horse/pony/riding farm, and it's associated activities, and the operation of such would be impossible without a complete release of the owners from liability for personal injuries incurred in the operation of NATCHEZ TRACE RIDING STABLES; and
2. Client 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. Client also expressly acknowledges that horseback riding is a dangerous activity and involves inherent risks that may cause serious injury, and in some cases death. Client further acknowledges that Client is qualified, in good health, and in proper physical and mental conditon to participate in riding activities; and
3. Client 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 Client directly, or cause the rider or observer to fall or be jolted, resulting in serious injury or death; and
4. Client acknowledges that saddles, bridles and other equine equipment may loosen or break. Client 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 impropc adjustment of equine equipment may cause the Client to fall may Otherwise result in serious injury or death, and this release from liability and assumption of risk applies to risks, injury, and damages arising from equine equipment whether provided by Client or NATCHEZ TRACE RIDING STABLES, its employees, representatives, agents, or assigns and from the handling, use.

and adjustment of equine equipment whether by the Client or NATCHEZ TRACE RIDING STABLES, its employees, representatives, agents, or assigns; and

5. Client acknowledges that NATCHEZ TRACE RIDING STABLES cannot guarantee that a horse selected for Client will be suitable at ALL times as Client acknowledges any horse no matter what age or of what training, can still be unpredictable and can cause injury; and

6. Client hereby represents that Client has inquired into the equine activities associated with NATCHEZ TRACE RIDING STABLES, and that Client understands the nature of such activities and the physical capacities required for such activities, and that Client has the ability to safely engage in such equine activities, and Client further represents that Client has no physical or mental limitation which would affect his or her ability to engage in equine activities, or which would affect Client's ability to understand and comply with instructions from NATCHEZ TRACE RIDING STABLES; and

7. Client hereby agrees to observe and obey all posted rules and warnings, and further agrees to follow any oral instructions or directions given by NATCHEZ TRACE RIDING STABLES, its employees, representatives, agents, or assigns; and

8. Client agrees and warrants to examine and inspect each activity of equestrian activities in which Client takes part and if Client observes any condition which Client considers to be unacceptably hazardous or dangerous, Client will notify the proper person or authority in charge of said activity and will refuse to take part in the activity until the condition has been corrected to Client's satisfaction; and

9. WHEREAS, in consideration of the foregoing, Client, while involved in riding trails, school field trips, business trips, family trips, trail rides (guided or not guided) on a horse, pony, or mule of any kind, in a wagon pulled by such, (whether owned, leased, or borrowed by NATCHEZ TRACE RIDING STABLES, Darren C. Haman, Regina M. Haman, or Sedona S. Haman), does hereby assume full responsibility for personal injury to myself and/or child, and further forever releases, indemnifies and holds harmless NATCHEZ TRACE RIDING STABLES, Darren C. Haman, Regina M. Haman, or Sedona S. Haman, their guests, employees, representatives, agents or assigns from any claims, demands, suits, or cost from any personal injury, death, property damage, medical or funeral expenses, loss of services or work, pain and suffering; emotional or psychological damages, or any damages whatsoever incurred while Client is enrolled 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 the stables, loss or damage arising from the use of or presence upon the premises, parties, visiting, boarding horses, filming a t.v.show, or any other activity relate to NATCHEZ TRACE RIDING STABLES in any other area off the premises; and

10. WHEREAS, Client does hereby release, discharge, and covenant to bring no claims, demands, actions, and causes of action, and/or litigation against NATCHEZ TRACE RIDING STABLES, Darren C. Haman, Regina M. Haman or Sedona S. Haman, its employees, representatives, agents or assigns, and if applicable, owners and lessors of premises on which the riding stable activities take place for any economic and non-economic losses due to bodily injury, death, property damage, sustained by Client and /or client's minor child or legal ward in relation to the premises and operations of NATCHEZ TRACE RIDING STABLES, including 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 the stables, loss or damage arising from the use of or presence upon the premises, parties, visiting, boarding horses, or any other activity related to NATCHEZ TRACE RIDING STABLES, including the riding of horses owned by NATCHEZ TRACE RIDING STABLES in any other area off the premises; and does hereby forever covenant to indemnify from all liability, claims, demands, losses, or damages on my

account caused or alleged to be caused in whole or in part by the negligence of NATCHEZ TRACE RIDING STABLES, Darren C. Haman, Regina M. Haman, Sedona S. Haman, their employees, representatives, agents, assigns or otherwise. Also, Natchez Trace Riding Stables is not liable for motorized vehicles in the woods, on the roads, or on the trails. Also, we are not liable for hunters in the woods, or in the areas. Also, we are not liable for wild animals, snakes, or any other thing in the woods that can scare the animals.

11. WHEREAS, Client further agrees that if despite this release and waiver of liability agreement, I or anyone on my behalf, make(s) a claim against NATCHEZ TRACE RIDING STABLES, Darren C. Haman, Regina M. Haman, Sedona S. Haman, or their employees, agents, representatives or assigns, Client will indemnify, save and hold harmless each of the releases from any litigation expenses, attorney fees, loss, liability, damage, 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 Maury County, Tennessee.

NAME: \_\_\_\_\_ (PRINT)

SIGNATURE: \_\_\_\_\_ DATE \_\_\_\_\_

I have read release form, and take full responsibility for above release.

ADDRESS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

HELMET ( ) YES ( ) NO

PHONE # \_\_\_\_\_

EMAIL \_\_\_\_\_

CHILDREN RIDING: \_\_\_\_\_ AGE

\_\_\_\_\_ AGE

\_\_\_\_\_ AGE

RESPONSIBLE PARTY: \_\_\_\_\_

RELATIONSHIP TO CHILD \_\_\_\_\_

PERSON TO CONTACT IN CASE OF EMERGENCY \_\_\_\_\_

PHONE # \_\_\_\_\_

GUIDE: \_\_\_\_\_ HORSE \_\_\_\_\_