

## R & M STABLES RELEASE OF LIABILITY FOR EQUESTRIAN ACTIVITIES

For the purposes of this release, "R & M Stables" includes the agents, employees, representatives, contractors, and volunteers of the same as well as the premises associates with, or owned by, the same, Ron Chlasta and Mary Chlasta.

### WARNING:

#### UNDER TENNESSEE LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES FROM THE INHERENT RISKS OF EQUINE ACTIVITIES, PURSUANT TO TENNESSEE CODE ANNOTATED, TITLE 44, CHAPTER 20.

I, \_\_\_\_\_, hereinafter, "RIDER", which term includes RIDER'S parent or legal Guardian, if a minor), freely and voluntarily seek to participate in equine related activities on or about R & M Stables, and any or all programs, events and/or activities sanctioned, produced, or sponsored by R & M Stables. Furthermore, RIDER agrees to release, indemnify, and discharge R & M Stables, on behalf of RIDER, RIDER'S heirs, parents, assigns, personal representatives and estate. Now and in the future, agrees as follows:

1. RIDER acknowledges that there are numerous inherent risks of equine related activities. The inherent risks include those dangers and conditions which are an integral part of equine activities, including, but not limited to: (a) the propensity of an equine or other animal to behave in ways that may result in damage to property; injury, harm, or death to persons on or around them or to another animal; (b) risks associated with the activity, may include injuries caused by bucking, biting, stumbling, rearing, trampling, scratching, falling, butting or other such actions; (c) a horse may also react in a dangerous manner when a condition or treatment is considered hazardous to the welfare of the animal; (d) the unpredictability of the equine's reaction to such things as sounds, sudden movements, unfamiliar objects or environment, and persons or other animals; (e) certain hazards such as surface or subsurface conditions (included but not limited to dangers from high cliffs, sink holes, wild animals and snakes, etc); (f) collisions with other animals or objects; (g) the potential of RIDER or other person to act in a negligent manner that may contribute to injury to the RIDER, horse, or others, such as a person failing to exercise reasonable care, take adequate precautions, or use adequate control when engaging in activity with the horse including failing to maintain control over the horse or not acting within his or her ability; (h) the breakage or failure of tack or other equipment; and (i) the potential that an equine may cause injury or harm to the rider or other persons or animals in the vicinity. **RIDER is not relying on R & M STABLES to list within this document all possible inherent risks or all risks of participating in any Equine Related Activities.** RIDER also assumes all risks of injury or loss of any kind in connection with activities on the premises of or arising from R & M STABLES, including such personal injury or losses or damages to automobile, campers or trailers, on or near the premises. RIDER shall be solely responsible for any loss of any kind including theft or property damage or loss.

#### 2. Waiver and Release of Liability.

With full knowledge and appreciation of these and other inherent risks associated with equine related activities, RIDER freely and voluntarily assumes the risks of the equine activities involved in any aspect of them. RIDER also voluntarily agrees to waive any and all rights to sue and hereby releases R & M STABLES from all liability, loss, claims, or actions for injury, death, expenses, or damage to person or property resulting from the inherent risks of Equine Related Activities, or resulting from any action or inaction by R & M STABLES. This waiver and release is effective even if the injury, death or damage to person or property is caused by, or contributed to by, actions or failure to act of R & M STABLES and which actions or inactions constitute ordinary negligence or a violation of any applicable law pertaining to equine activity liabilities. Neither RIDER nor RIDER'S parents, heirs, representatives, successors and assigns, shall make any claim against, maintain an action against, or recover from R & M STABLES or its management, employees, agents, volunteers, representatives, designated officials, or others acting on their behalf for injury, loss, damage or death of the RIDER, to the RIDER'S horse(s), or to the RIDER'S personal property (regardless of ordinary negligence by R & M STABLES or regardless of an alleged violation of an applicable equine activity liability law).

3. RIDER hereby authorizes and consents to any emergency medical care which may at the time appear reasonably appropriate under the circumstances as a result of injury or sickness caused by or incurred in the course of an equine related activity.

4. RIDER certifies that RIDER has adequate insurance to cover any injury or damage RIDER may cause or suffer, or else agree to bear the costs of such injury or damage.

5. RIDER represents that RIDER has no health or physical problems that will interfere with involvement in equine related activities or access to equine facilities.

6. RIDER promises to leave the premises in as good condition as RIDER found them, particularly any camping site RIDER may use, and shall not litter or cause any destruction.

7. **Protective Headgear:** RIDER acknowledges that the wearing of protective helmets that meet or exceed ASTM/SEI standards is encouraged by R & M STABLES for all riders while riding, handling, or being near a horse. RIDER understands that the wearing of protective helmets may reduce the severity of an injury and may prevent the wearer's death as a result of a fall or other event. **Riders under the age of 18 will be required by R & M STABLES to wear protective helmets that meet or exceed ASTM/SEI standards.**

8. Undersigned acknowledges that that R & M Stables is permitting individuals to enter the premises despite the ongoing spread of COVID-19, commonly known as "the Coronavirus." Despite efforts to prevent the spread of this virus, Customer might contract this virus at R & M Stables. Said permission for Customer by R & M Stables to enter the premises is not to be relied upon as determination that it is safe or advisable even if done in accordance with Center for Disease Control guidelines, State of Tennessee guidelines, federal guidelines, local guidelines, and/or any other statutes, regulations, guidelines. All persons who enter the premises of R & M Stables do so at their own risk and peril. R & M Stables has no liability under any theory of liability for permitting Customer to enter the premises at R & M Stables.

9. Rider further grants and conveys unto R & M Stables and Gym and Swim Summer Camps all right, title and interest in any and all photographic images and video or audio recordings and all copies thereto made by R & M Stables and Gym and Swim Summer Camps and its members during my participation in the activity.

10. RIDER agrees that the substantive law of the state of Tennessee shall apply to this waiver and release and any subsequent action.

11. RIDER agrees that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

**CAUTION: READ BEFORE SIGNING**

**By signing below, I acknowledge that I am 18 years of age or older and understand that I am entitled to have an attorney of my own choosing to review the release prior to signing. I have read the foregoing Release in its entirety and understand that I am signing a complete and perpetual release and bar to any and all claims of ordinary negligence as defined above resulting from my participation in this activity.**

**I HAVE READ THIS ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY, I UNDERSTAND THAT IT IS A RELEASE OF CLAIMS, I EXECUTE IT VOLUNTARILY AND WITH FULL KNOWLEDGE OF ITS MEANING AND SIGNIFICANCE, AND THAT I AM ASSUMING RISKS INHERENT TO EQUINE RELATED ACTIVITIES, AND I AGREE TO BE FULLY BOUND BY ITS TERMS**

**PARENT OR GUARDIAN ADDITIONAL AGREEMENT (Must be completed for participants under the age of 18)**

In consideration of \_\_\_\_\_ (Print minor's name) being permitted to participate in this activity, I further agree to indemnify and hold harmless R & M Stables, Ron Chlasta, Mary Chlasta, agents, employees, representatives, contractors, and volunteers of the same as well as the premises associates with, or owned by, the same from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Parent Or Guardian Signature \_\_\_\_\_ Print Name \_\_\_\_\_

Date \_\_\_\_\_

Rider's Name: \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Date \_\_\_\_\_

Email Address (REQUIRED): \_\_\_\_\_

\_\_\_\_\_Pony Camp \_\_\_\_\_Riding Lessons

**CAMPER/RIDER EMERGENCY CONTACT INFORMATION:**

**Camper/Rider:**\_\_\_\_\_ **Age:**\_\_\_\_\_

**Emergency Contact Name:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Relationship to Camper/Rider:**\_\_\_\_\_

Does your child have any **MEDICAL CONDITIONS**, allergies, physical limitations, health limitations that should be considered?  Yes  No If yes, please explain\_\_\_\_\_

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