

Waiver and Release of Liability for the Tennessee Equine Trail Challenge,
hereinafter known as the "Event"

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 associated with, or owned by, the same, Ron Chlasta and Mary Chlasta. "Venue" includes the host property known as Breakaway Ranch, 3220 Lipscomb Road Springfield, TN 37172 and its agents, employees, representatives, contractors, and volunteers of same, as well as the premises associated with, or owned by Chris and Kristen Hunt and Taylor McDollum; John Krantz, owner of trail property 3289 Lipscomb Road, Springfield, TN 37172; and Officer Jeff Duren and the Hendersonville Mounted Police training facility at 1332 Drakes Creek Road Hendersonville, TN 37075

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", that I am 18 years of age or older, and freely and voluntarily seek to participate in equine related activities in the Event hosted by R & M Stables and held at Venue, and any or all programs, events and/or activities sanctioned, produced, or sponsored by R & M Stables or Venue. Furthermore, RIDER agrees to release, indemnify, and discharge R & M Stables and Venue, 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 or Venue 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 or Venue, 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 and Venue 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 and Venue. 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 Venue 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 and Venue 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 and Venue 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 highly recommended to participate by R & M STABLES and Venue 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. . I _____ will not choose to wear a helmet during this series and assume all risk including injury or death associated with my decision. ALL RIDERS UNDER THE AGE OF 18 ARE REQUIRED TO WEAR A HELMET.

8. Undersigned acknowledges that R & M Stables and Venue are 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 and Venue 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 Venue for the Event do so at their own risk and peril. R & M Stables and Venue have no liability under any theory of liability for permitting Customer to enter the premises at the Venue hosting the Event.

9. RIDER further grants and conveys unto R & M Stables and the Venue 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 the Venue 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

Rider Signature _____

Print Name _____ Date _____

Rider's Address _____

City _____ State _____ Zip _____

Telephone _____

Email address: _____