

# Equine Waiver & Release Form

This Waiver and Release from tort and civil liability is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Equine Activity Participant \_\_\_\_\_ and Horses Ltd, LLC.

1. Participant understands that there are risks inherent in dealing with horses and ponies (equine activity). For example, Participant understands that SOME of the inherent risks include:
  - A. The propensity of an equine to behave in ways that may result in injury, death, or loss to persons on or around the equine;
  - B. The unpredictability of an equine's reaction to sounds, sudden movements, unfamiliar objects, persons, or other animals;
  - C. That there may be hazards, including, but not limited to, surface or subsurface conditions;
  - D. The possibility of a collision with another equine, another animal, a person, or an object;
  - E. The potential of an equine activity Participant to act in a negligent manner that may contributor to injury, death or loss to the person or the Participant or to other persons, including, but not limited to, failing to maintain control over an equine or failing to act within the ability of the Participant.

2. With full understanding of the inherent risks involved in equine activity, some of which have been described in Paragraph 1 above, Participant agrees to wave, release and hold harmless Horses Ltd, LLC from all tort and civil liability arising from or related to participation in equine activity. This agreement to waive, release and hold harmless includes not only Horses Ltd, LLC but their employees, agents, and independent contractors whether they be trainers, veterinary personnel, farrier, equine care providers and maintenance personnel, and the like.

3. Participant further understands the examples of the equine activity taking place on or with an equine, including, but not limited to:
  - A. Riding, jumping, showing, competition, fairs, trade shows, trail riding, and the like;
  - B. Teaching, instructing, and evaluation, both the rider and the equine;
  - C. Routine care and feeding of the equine (Boarding), including veterinary and farrier;
  - D. Traveling, loading and unloading of equines;
  - E. Breeding activity, both natural and artificial.

4. This Voluntary Waiver Agreement is made and entered into in the State of Tennessee and shall be enforced and interpreted under the courts and laws of the State of Tennessee.

## "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."

5. Participant agrees that Participant has been given sufficient time to read, understand, and ask questions, if any, concerning the nature and scope of this Voluntary Waiver Agreement.

Participant \_\_\_\_\_ Date: \_\_\_\_\_

Parent or Guardian if Participant is a minor \_\_\_\_\_ Date: \_\_\_\_\_