

EQUINE RIDING and / or DRIVING and / or TRAINING INSTRUCTION AGREEMENT, LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT [INDIVIDUALS]

RUNNER BRANCH STABLES
788 WHITE OAK ROAD NW
CLEVELAND TN 37312

READ CAREFULLY AND COMPLETE ALL SECTIONS BEFORE SIGNING

- A. **REGISTRATION OF STUDENT AND AGREEMENT PURPOSE** I, the following listed individual, and the parents or legal guardians thereof if a minor, do hereby voluntarily agree to participate in equine related instruction as a student of RUNNER BRANCH STABLES, and that I will either utilize my own horse or school horses provided by RUNNER BRANCH STABLES for instruction purposes.

STUDENT NAME (PLEASE PRINT NAME)	AGE (If under 18)	WEIGHT Over 240#?	HORSE HANDLING/RIDING EXPERIENCE (Check one that applies)
1.	2. Age _____ 3. Date of Birth _____	4. _____ YES _____ NO	5. _____ BEGINNER (under 10 hours) _____ OVER 10 HOURS
6. Does this student have any physical or mental condition(s), which may affect his / her safety and ability to ride, drive and/or train a horse? Yes No (Circle One) ❖ If you circled "YES," how can we help this student with his/her special needs?			
6. MEDICAL INSURANCE: I/WE AGREE THAT: Should medical treatment be required, I and/or my medical insurance company <u>shall pay</u> for <u>ALL</u> such incurred expenses. → My medical insurance company is _____ My policy number is _____ ☐ I do not carry medical insurance.			

- B. **AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS** This agreement shall be legally binding upon me the registered student, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the state and county of RUNNER BRANCH STABLES' physical location. This agreement is intended to be valid and binding at all times now and in the future when RUNNER BRANCH STABLES permits me (directly or indirectly) to enter RUNNER BRANCH STABLES' property, be on RUNNER BRANCH STABLES' property, be near any horse, receive riding and/or driving and/or training instruction or guidance from its associates and/or when I ride and/or drive and/or train and/or am near horses on or off of RUNNER BRANCH STABLES' property. Any disputes by the rider shall be litigated in, and venue shall be the county in which RUNNER BRANCH STABLES is physically located. This agreement is intended to be as broad and inclusive as the law permits. If any clause, phrase, or word is in conflict with state law, then that single part is null and void. The terms "HORSE" and "EQUINE" herein shall refer to all equine species. The terms "I", "WE", "ME", "MY" shall herein refer to the above registered student and the parents or legal guardians thereof if a minor.

- C. **INHERENT RISKS/ASSUMPTION OF RISKS** I/WE ACKNOWLEDGE THAT: Risks, conditions, and dangers are inherent in (meaning an integral part of) horse / equine / animal activities, regardless of all feasible safety measures which can be taken, and I agree to assume them. The inherent risks include, but are not limited to any of the following: the propensity of an animal to behave in ways that may result in injury, harm, death, or loss to persons on or around the animal, the unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals, hazards, including, but not limited to, surface or subsurface conditions, a collision, encounter and/or confrontation with another equine, another animal, a person, or an object, the potential of an equine activity participant to act in a negligent manner that may contribute to injury, harm, death, or loss to the participant or to other persons, including but not limited to, failing to maintain control over an equine and/or failing to act within the ability of the participant. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from horse to ground it will generally be at a distance of from 3 1/2 to 5 1/2 feet, and the impact may result in harm to the rider. Horseback riding, driving, and training are activities in which one much smaller, weaker predator animal (the human) tries to impose its will on, and become one unit of movement with, another much larger, stronger prey animal that has a mind of its own (the horse) and each has a limited understanding of the other. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: stopping short; spinning around, changing directions and/or speed at will, shifting its weight, bucking, rearing kicking biting; and/or running from danger. **I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on RUNNER BRANCH STABLES to list all possible risks for me.**

- D. **CONDITIONS OF NATURE WARNING, UNFAMILIAR AND SUDDEN SIGHTS, SOUNDS AND MOVEMENTS WARNING, AND INSPECTION OF PREMISES:** I/WE ACKNOWLEDGE THAT: RUNNER BRANCH STABLES is NOT responsible for total or partial acts, occurrences, or elements of nature and/or sudden and/or unfamiliar sights, sounds and/or sudden movements that can scare a horse, cause it to fall, or react in some other unsafe way. SOME EXAMPLES ARE: thunder, lightning, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, or fly near, or bite or sting a horse or person, and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape. **I also understand that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on RUNNER BRANCH STABLES to list all possible conditions for me.** The student and parent or legal guardian have inspected RUNNER BRANCH STABLES' facilities and are satisfied that all premise conditions are reasonably safe for this student's intended purpose, usage and presence upon RUNNER BRANCH STABLES' premises.

- E. **SADDLE GIRTHS/NATURAL LOOSENING WARNING:** I/WE ACKNOWLEDGE THAT: Saddle girths (fastener straps around horse's belly) may loosen during riding. Students must alert the instructor or attendant of any girth looseness so action can be taken to avoid slippage of saddle and the potential for the rider to fall from the horse.

- F. **PROTECTIVE HEADGEAR/HELMET WARNING:** I/WE AGREE THAT: I, for myself and on behalf of my child and/or legal ward, have been fully warned and advised by RUNNER BRANCH STABLES that protective headgear/helmet, which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet, should be worn while riding and/or driving and/or training and/or being near horses, and I understand that the wearing of such headgear/helmet at these times may reduce severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as the result of a fall and other occurrences. **I am not relying on RUNNER BRANCH STABLES and/or its associates to provide a certified helmet for me or to check any headgear/helmet or headgear/helmet strap that I may wear, or to monitor my compliance with this suggestion at any time now or in the future.**

- G. **LIABILITY RELEASE:** I/WE AGREE THAT: In consideration of RUNNER BRANCH STABLES allowing my participation in this activity, under the terms set forth herein, I, the STUDENT, for myself and on behalf of my child and/or legal ward, heirs, administrators, personal representatives or assigns, do agree to release, hold harmless, and discharge RUNNER BRANCH STABLES, its owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations, and Insurers, and others acting on their behalf (hereinafter, collectively referred to as "Associates"), of, and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to RUNNER BRANCH STABLES' and/or Runner Branch Stables' ASSOCIATE'S ordinary negligence or legal liability; and I do further agree, that except in the event of RUNNER BRANCH STABLES' gross negligence and/or willful and/or wanton

misconduct, I shall not bring any claims, demands, legal actions and causes of action, against RUNNER BRANCH STABLES and RUNNER BRANCH STABLES ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury and/or death and/or property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of RUNNER BRANCH STABLES, to include while riding, driving, training, handling, or otherwise being near horses owned by me or owned by RUNNER BRANCH STABLES, or in the care, custody or control of RUNNER BRANCH STABLES whether on or off the premises of RUNNER BRANCH STABLES, but not limited to being on RUNNER BRANCH STABLES' premises.

- E. **EQUINE ACTIVITY LIABILITY ACT [EALA] WARNING OR LANGUAGE:** [This clause applies only for operations located in these states: AL, AZ, CO, DE, FL, GA, IL, IA, IN, KY, KS, LA, ME, MA, MI, MS, MO, NE, NC, OH, OK, OR, PA, RI, SC, SD, TX, TN, UT, VA, VT, WV, and WI.] I/WE acknowledge that I have reviewed this state's EQUINE ACTIVITY LIABILITY ACT WARNING OR LANGUAGE, a copy of which is included below hereto and incorporated as if fully set forth herein.
- F. **INSTRUCTION TO SIGNERS:** DO NOT SIGN UNLESS A COPY OF THE EALA WARNING OR LANGUAGE IS INCLUDED WITH THIS AGREEMENT.

All Students and Parents or Legal Guardians must sign below after reading this entire document.

SIGNER STATEMENT OF AWARENESS

I/WE, THE UNDERSIGNED, REPRESENT THAT I/WE HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT, I/WE UNDERSTAND THAT BY SIGNING THIS DOCUMENT I AM GIVING UP RIGHTS TO SUE TODAY AND IN THE FUTURE. I/WE ATTEST THAT ALL FACTS ARE TRUE AND ACCURATE. I AM SIGNING THIS WHILE OF SOUND MIND AND NOT SUFFERING FROM SHOCK, OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS.

SIGNATURE OF STUDENT (Spouses must sign for themselves.)		DATE	
SIGNATURE OF PARENT, GUARDIAN AND/OR SPOUSE # 1	DATE	SIGNATURE OF PARENT, GUARDIAN AND/OR SPOUSE # 2	DATE
Address In Full		Home Phone #	Bus. Phone #
PERSON TO CONTACT IN CASE OF EMERGENCY		RELATIONSHIP TO STUDENT	() PHONE NUMBER

TENNESSEE WARNING

Under **Tennessee Law**, an equine professional is not liable for an injury to or death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to Tennessee Code Annotated, title 44, chapter 20.