

Runner's Branch Stables Release of Liability

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.

I have read and fully understand the above stated Tennessee Equine Activity Liability Act, and agree to hold harmless Runner Branch Stables, its owners, property owners, associated property owners, employees, contract personnel, agents, volunteers, successors or assigns, lessors and joint ventures from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of any damages, both in law and in equity, in any way resulting from personal injuries, conscious suffering, death, or property damage sustained by me and/or my child or by others arising out of actions by me or my child while taking horse riding lessons, grooming or caring for horses, the use of tack provided by Runner Branch Stables, or while participating in any of the activities or events conducted by Runner Branch Stables.

I understand the unpredictable and potentially dangerous character of horses generally, and I understand that my horse, or the horse I am riding, irrespective of its training and usual past behavior and characteristics, whether characterized as gentle or otherwise, may act or react unpredictably at times based upon instinct or fright. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as running, bucking, biting, kicking, shying, stumbling, rearing, falling, or stepping on, that may result in an injury, harm, or death to a person on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, person, or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability.

I acknowledge that horseback riding and all associated activities, including being and working with Runner Branch Stables, may involve inherent risks and dangers to myself, my child, and to others, including serious injury or death, as well as the risk of damaging the property of myself, my child, or others, and I hereby expressly assume all risks associated with my and/or my child's participation in such activities.

Natural and Manmade Conditions

I understand that although Runner Branch Stables strives to maintain a safe environment, I am aware that natural and manmade conditions, including but not limited to weather conditions, water, wild and domestic animals, insects, and the existence of potential hazards in the natural terrain or manmade objects (including but not limited to holes, barbed wire, and other hazards such as farm equipment) may result in injury, damage, or loss of property and/or life of either myself or the horse I may be riding. I hereby assume all risk of injury or death to myself, or my child, my horse(s), or my property while participating in any of the activities or events conducted by Runner Branch Stables' property.

Safety Helmets

I acknowledge that Runner Branch Stables' property requires the use of certified equestrian helmets - at all times - and on all horses, while riding on Runner Branch Stables' property, including if I, or my child, are riding a horse owned by Runner Branch Stables, my own horse being boarded at Runner Branch Stables, or any other horse available for riding at Runner Branch Stables, that is on Runner Branch Stables' property.

Indemnity

I hereby agree for myself, my heirs, personal representatives and assigns to defend, indemnify and hold harmless Runner Branch Stables, its owners, property owners, associated property owners, employees, contract personnel, agents, volunteers, successors or assigns, lessors and joint ventures from any and all losses, claims, demands, actions, or proceedings of any kind, including court costs and attorney's fees, which

may be initiated against any of the foregoing by any person and arising out of any action or inaction on my part or on the part of Runner Branch Stables' property, its owners, property owners, associated property owners, employees, contract personnel, agents, volunteers, successors or assigns, lessors and joint ventures and in any way related to any of the activities whether caused by the negligence or other conduct of Runner Branch Stables' property or other released parties, described in the preceding paragraphs or contemplated under this Agreement.

Medical Bills

By signing this form, I understand and agree that Runner Branch Stables its owners, property owners, associated property owners, employees, contract personnel, agents, volunteers, successors or assigns, lessors and joint ventures or anyone associated with Runner Branch Stables and its property, is IN NO WAY RESPONSIBLE FOR ANY MEDICAL BILLS that may possibly be incurred by any horse, any rider, or anyone associated with any horse or any rider, or any visitor, spectator, volunteer, owner, property owner, or any other individual on Runner Branch Stables' property.

By signing this release of liability I also agree that Runner Branch Stables' property, its owners, property owners, associated property owners, employees, contract personnel, agents, volunteers, successors or assigns, lessors and joint ventures or anyone associated with Runner Branch Stables, will not be held responsible for damage, loss, or theft to personal property, to include but not limited to, automobiles, trailers, tack, or animals while on Runner Branch Stables' property.

By signing this form, I understand that this release covers any activity I, or my child, may partake in during 2023, and any subsequent years thereafter, with Runner Branch Stables, including but not limited to Equine Assisted Therapy (EAP), horse shows, riding of any sort, riding lessons, clinics, and schooling in our arena or anywhere on Runner Branch Stables' property. I understand that I, or my child, is riding at my/their own risk!

Printed Name: _____ Date: _____

Name of Child(ren)|Rider(s)|Participant(s)

Name of Child(ren)|Rider(s)|Participant(s)

Signature: _____

Parent or Guardian must sign if rider/volunteer/individual/participant/spectator is under the age of 18.