

## SAFETY AND RELEASE FROM LIABILITY

BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH, OR PROPERTY DAMAGE, ARISING OUT OF YOU OR YOUR CHILD'S PRESENCE AND/OR PARTICIPATION IN EQUINE ACTIVITIES AT STABLE, INCLUDING INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF THE NEGLIGENCE OF STABLE.

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING OF AND AGREEMENT TO ITS TERMS.

***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.***

**Initial: \_\_\_ a).** Protective and Safety Gear. Protective head gear shall be worn by all riders without exception. I agree to wear protective head gear. In addition to protective headgear, PROTECTIVE VESTS are REQUIRED for ALL participants on a Cross-Country Course along with MEDICAL ARM BANDS without exception.

**Initial: \_\_\_ b).** Horses are Inherently Dangerous. I also understand that engaging in equine activities is an inherently dangerous activity, and that, by so doing, I expose myself to dangers both known and unknown. Horses are large, unpredictable animals which may be dangerous no matter how much training they have, no matter what level of experience I have, and no matter what the situation. I agree and understand the Stable cannot control the horses it boards, and that I shall release and hold harmless the Stable from any injury arising out of or related to equine activities at Stable's facilities. This includes any family member or guest accompanying me.

**Initial: \_\_\_ c).** I am Responsible for my own Conduct and That of my Horse. I understand that I will ride and handle my horse, and will conduct myself, at my own risk while I am on Stable's property.

**Initial: \_\_\_ d).** RELEASE AND WAIVER OF LIABILITY, AND ASSUMPTION OF RISK. I take full responsibility for myself and for any guest that I may bring onto the property and will not hold stable, its owners, agents, or employees responsible for accident or injury to myself, my guests, or my agents.

**Initial: \_\_\_ e).** Death or Injury to Horse. Stable, its owners, trainers, agents or employees will not be held responsible for injury or death of Horse absent active negligence on their part.

**Initial: \_\_\_ f).** HOLD HARMLESS, DEFEND AND INDEMNIFY. Rider agrees to defend, indemnify, save and hold harmless Stable and its principals, agents, and affiliates from and against any loss, liability, damage, attorneys' fees, or costs that they may incur arising out of or in any way connected with Rider's use of Stable, presence at Stable's facilities, Horse's conduct, Rider's use or access to Horse, or Rider's or their agents' actions, breaches, failures, or omissions in performing or furthering this Agreement or any related agreement, obligation or conduct, or as they may relate to or arise out of the subject matter of this Agreement.

**Initial: \_\_\_ g).** Costs, Attorneys' Fees, and Expenses. In any legal actions brought in connection with this Agreement, arising out of this Agreement, or arising out of any activity of Horse, Rider, or their guests or agents, the prevailing party will be entitled to prompt payment of expenses from the other party following final adjudication in favor of the prevailing party. For the purpose of this Section, "expenses" will include the following costs actually incurred by the prevailing party: attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating or copying costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements.

**Initial: \_\_\_ h).** Stable's Remedies. If Rider breaches this Agreement, if Horse becomes sick, disabled, injured, or a danger to itself or others, or if Stable ceases to be able to provide services to Rider and Horse hereunder, Stable reserves the right to require owner's immediate removal of Horse, and to find alternative training/lessons for Horse if Rider fails to do so.

Rider agrees they will be fully responsible for all alternative charges so incurred.

**Initial: \_\_\_ i).** Amendments and Modifications. The parties may amend this Agreement only by a written agreement executed by all parties.

**Initial: \_\_\_ j).** Notice.

a). Notice to Stable. All notices must be in writing and delivered to Stable at the following address, in a manner which provides proof of delivery:

Sterling Elite Sporthorses  
11830 Monterey Rd  
Eads, TN 38028

b). Notice to Rider. All notices must be in writing and delivered to Rider at Rider's address listed below in this agreement, in a manner which provides proof of delivery.

**Initial: \_\_\_ k).** Assignment or Transfer. No party may assign or transfer this Agreement without the prior written consent of the other parties.

**Initial: \_\_\_ l).** Entire Agreement. This Agreement contains the entire agreement among the parties. Any modifications or additions must be in writing and signed by all parties to the Agreement. No oral modifications will be considered part of the Agreement unless reduced to writing and signed by all parties.

**Initial: \_\_\_ m).** Comprehension. Each party hereby affirms and acknowledges that they have been given the opportunity to obtain independent legal review by an attorney of their choosing, that they have read this entire Agreement, that it is in plain language, and that they fully understand and appreciate the meaning of each of its terms.

**Initial: \_\_\_ n).** Governing Law, Venue, and Arbitration. This agreement shall be governed by the laws of Tennessee (State). Venue for resolution of disputes shall be proper in Shelby (County), Tennessee (State). The parties to this agreement mutually agree that any and all disputes arising in the connection with this agreement shall be settled and determined by binding arbitration conducted in accordance with the then existing rules of the American Arbitration Association by one or more arbitrators appointed in accordance with said rules.

RIDER:

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

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

(printed)

Address: \_\_\_\_\_

\_\_\_\_\_

STABLE AGENT:

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

(printed)