

PARTICIPANT EQUINE ACTIVITY RELEASE, ASSUMPTION OF RISK, & HOLD HARMLESS AGREEMENT

WARNING

Under Tennessee law, an equine activity sponsor or 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 the Tennessee Equine Activity Liability Act.

This notice is required by Tenn. Code Ann. § 44-20-105, and is incorporated into and made a part of this Agreement.

1. Parties and Recitals. This Equine Activity Release, Assumption of Risk, and Hold Harmless Agreement ("Agreement") is made among **Blue Horizon Eventing, The Green Barn, LLC & Loyalhanna Investments, LLC** (the "Farm," "Equine Activity Sponsor," and/or "Equine Professional," as those terms are defined at Tenn. Code Ann. § 44-20-102) and the undersigned rider, participant, spectator, volunteer, and/or the parent or legal guardian of a minor participant ("Participant"), in connection with Participant's presence at the Farm and/or participation in any equine activity, as defined by Tenn. Code Ann. § 44-20-102(1), including but not limited to riding, handling, grooming, longeing, driving, being a passenger upon, or assisting with any horse, pony, mule, donkey, or hinny ("Equine") at or away from the Farm.

2. Acknowledgment of the Tennessee Equine Activity Liability Act. Participant acknowledges having read the Warning above and understands that, under the Tennessee Equine Activity Liability Act, Tenn. Code Ann. §§ 44-20-101 through 44-20-105:

1. An equine activity sponsor, an equine professional, or any other person is generally not liable for an injury to or the death of a participant resulting from the "inherent risks of equine activities." Tenn. Code Ann. § 44-20-103.

"Inherent risks of equine activities" means those dangers or conditions that are an integral part of equine activities, including, but not limited to (Tenn. Code Ann. § 44-20-102(6)):

1. The propensity of an Equine to behave in ways that may result in injury, harm, or death to persons on or around it;
2. The unpredictability of an Equine's reaction to such things as sounds, sudden movement, and unfamiliar objects, persons, or other animals;
3. Certain hazards such as surface and subsurface conditions;
4. Collisions with other Equines or objects; and
5. The potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, including failing to maintain control over the Equine or not acting within the participant's ability.

3. Assumption of Risk. Participant expressly and voluntarily assumes all risks, known and unknown, arising from or related to equine activities at the Farm, including the inherent risks described in Section 2 above and the risks of transportation to and from equine activities, use of Farm equipment and facilities, and the negligence of other participants. Participant represents that Participant is physically fit and has no medical condition that would impair Participant's ability to safely participate, and that Participant has accurately represented Participant's riding ability and experience to the Farm.

4. Release and Hold Harmless. To the fullest extent permitted by Tennessee law, and in addition to (not in place of) the statutory limitation of liability described in Section 2, Participant, on behalf of Participant and Participant's heirs, executors, administrators, assigns, and personal representatives, hereby RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE, and agrees to INDEMNIFY, DEFEND, AND HOLD HARMLESS the Farm and its owners,

operators, employees, agents, instructors, volunteers, and other participants (collectively, the "Released Parties") from any and all claims, demands, actions, or causes of action arising out of ordinary negligence and out of the inherent risks of equine activities, whether such claims arise before, during, or after Participant's presence at the Farm, EXCEPT for claims arising from the Released Parties' gross negligence, willful or wanton misconduct, or intentional acts, or from circumstances described in Tenn. Code Ann. § 44-20-104 as not subject to the statutory limitation of liability.

5. Emergency Medical Care. In the event of injury to Participant, Participant authorizes the Farm and its representatives to obtain emergency medical treatment on Participant's behalf and agrees that Participant (or, for a minor, the minor's parent or guardian) is responsible for all costs of such treatment. This authorization does not obligate the Farm to provide medical care.

6. Farm Rules. Participant agrees to follow all posted rules of the Farm and the reasonable instructions of Farm staff, including rules regarding footwear, headgear (an ASTM/SEI-certified equestrian helmet is strongly recommended for all mounted activities), handling of Equines, and areas of the property that are off-limits to Participants.

7. Minor Participants. If Participant is under eighteen (18) years of age, this Agreement must be signed by a parent or legal guardian, who represents that they have the legal authority to bind the minor and who personally agrees to the release, waiver, and indemnification obligations in Sections 3 and 4 on behalf of both themselves and the minor.

8. General Provisions.

1. **Governing Law; Venue.** This Agreement is governed by the laws of the State of Tennessee, without regard to conflict-of-law principles. Venue for any dispute shall lie exclusively in the state or federal courts located in [County] County, Tennessee.
2. **Severability.** If any provision of this Agreement is held unenforceable, the remaining provisions shall continue in full force and effect, and the unenforceable provision shall be modified to the minimum extent necessary to make it enforceable.
3. **Entire Agreement.** This Agreement is the entire agreement between the parties regarding its subject matter and supersedes all prior oral or written understandings. It may be amended only in writing signed by both parties.
4. **Duration.** Unless revoked in writing, this Agreement applies to all of Participant's visits to the Farm and participation in equine activities, whether occurring on the date signed or on any later date, until revoked.

9. Acknowledgment. PARTICIPANT HAS READ THIS AGREEMENT IN ITS ENTIRETY, INCLUDING THE WARNING REQUIRED BY TENN. CODE ANN. § 44-20-105, UNDERSTANDS THAT BY SIGNING THIS AGREEMENT PARTICIPANT IS GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE FARM FOR INJURIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES AND FROM THE FARM'S ORDINARY NEGLIGENCE, AND SIGNS THIS AGREEMENT FREELY AND VOLUNTARILY.

Participant Signature: _____

Parent/Guardian Signature (if Participant is a minor): _____

Print Name: _____

Date: _____

Print Name: _____

Date: _____

Emergency Contact Name / Phone: _____

Known Allergies / Medical Conditions: _____