



LIABILITY RELEASE CONTRACT

WITNESS THIS AGREEMENT this ____ day of _____, 20__, by and between ANDERSON STABLES, LLC and its employees, hereinafter referred to as "Stable" and _____, hereinafter referred to as "Participant," and if Participant is a minor, Participant's parent or guardian.

1. Insurance. It is the responsibility of the Participant to carry full and complete insurance coverage on their horse (if applicable), personal property, and him or herself.

2. Inherent Risks and Assumption of Risk. The undersigned acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. Participant agrees to assume ANY AND ALL RISKS INVOLVED IN OR ARISING FROM THE PARTICIPANT'S USE OF OR PRESENCE UPON STABLE'S PROPERTY AND FACILITIES. 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 persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons 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.

WARNING

You are advised that there are inherent risks, including the risk of serious injury or death, while engaging in equine activities. By engaging in equine activities and in accordance with the terms of this agreement you hereby assume all risks of injury or death.

3. Limitation of Actions. Any action or claim brought by Owner against Trainer for breach of this Contract or for loss due to negligence must be brought within one (1) year of the date such claim or loss occurs.

4. Hold Harmless. Participant agrees to indemnify and defend Stable against, and hold it harmless from, any and all claims, causes of action, damages, judgments, costs or expenses, including attorney's fees, which in any way arise from the Participant's use of or presence upon the Stable's property and facilities.

Participant agrees to hold Stable and all of its successors, assigns, subsidiaries, affiliates, officers, directors, employees, and agents completely harmless and not liable and release them from all liability whatsoever and AGREES NOT TO SUE them on account of or in connection with any claims, causes of action, injuries, damages, cost, or expenses arising out of Participant's use of or presence upon Stable's property and facilities, including without limitation, those based on death, bodily injury, and property damage, including consequential damages, except if the damages are caused by the direct willful and wanton misconduct of the Stable.

Participant agrees to waive the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release.

Participant expressly releases Anderson Stables, LLC from any and all claims for personal injury or property damage, even if caused by negligence (if allowed by the laws of this State) by Stable or its representatives, agents, or employees.

5. Transference. This contract is non-assignable and non-transferable and is made and entered into in the State of Tennessee and shall be enforced and interpreted under the laws of this state. Should any clause be determined by a court of competent jurisdiction to be in conflict with State Law, then that clause shall be null and void, but the remainder of the contract shall survive. When the Stable and Participant and Participant's parent or guardian, if Participant is a minor, sign this contract, it will then be binding on both parties, subject to the above terms and conditions.

6. Rules and Regulations. The Participant agrees to abide by all the rules and regulations of the Stable. In the event someone other than the Participant shall call for the horse(s), such person shall have written authority signed by the Participant to obtain said horse(s).

7. Riding Wear. Proper attire must be worn at the barn. Proper attire consists of long pants (jodhpurs, jeans, or breeches), shirt, sturdy over-the-ankle shoes/boots with at least a half inch heel. Participants under the age of 18 must wear an approved riding helmet that fits correctly with an attached chin strap. For participants over the age of 18, a helmet is highly recommended but not required.

Participants are not required to provide their own helmet, but it is advisable and recommended for multiple reasons. We have helmets available for use in the event the Participant does not have his/her own but recommend that each Participant has their own correctly fitting helmet.

Jodhpurs, riding-specific boots, and riding/driving gloves are highly recommended for all participants.

8. Entire Agreement. This contract represents the entire agreement between the parties. No other agreements, promises, or representations, verbal or implied, are included herein unless specifically stated in this written agreement. This contract is made and entered into in the state of Stable and shall be enforced and interpreted in accordance with the laws of said State. **Stable reserves the right, in their sole professional judgement, in their own sole discretion, to terminate any contract/relationship for any or no cause.**

9. Enforceability of Contract and Severability. In the event one or more parts of this contract are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.

PARTICIPANT (OR AUTHORIZED AGENT)

By _____
PARTICIPANT'S PARENT OR GUARDIAN (IF
PARTICIPANT IS A MINOR)

By _____

Address: _____

Telephone: _____