

## LIABILITY RELEASE FORM

*This form must be completed by and for each participant.*

PREMISES OWNERS NAMES ARE Michael and Cindy Ward, hereinafter known as Jessie's Run.  
ADDRESS: 5907 Fridell Road, Harrison TN, 37341

### PLEASE READ CAREFULLY BEFORE SIGNING

SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY. Jessie's Run DOES NOT GUARANTEE YOUR SAFETY OR THAT OF YOUR HORSE. IT IS HEREBY AGREED TO AS FOLLOWS THAT:

A. REGISTRATION OF RIDERS AND AGREEMENT PURPOSE I, the following individual hereinafter known as the "RIDER", and the parents or legal guardians thereof if a minor, do hereby voluntarily request and agree to participate in horse riding and/or associated activities on the premises of Jessie's Run.

### GENERAL INFORMATION

RIDERS NAME: \_\_\_\_\_ DOB: \_\_\_\_\_ AGE: \_\_\_\_\_

Address in full: \_\_\_\_\_

Home Phone #: \_\_\_\_\_ Bus. Phone #: \_\_\_\_\_

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

How'd you hear about us?

\_\_\_\_\_

B. AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS – This agreement shall be legally binding upon me the registered RIDER, 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 Hamilton County, Tennessee. Any disputes by the RIDER shall be litigated in and venue shall be Hamilton County, Tennessee.

The term "HORSE" herein shall refer to all equine species. The term "HORSEBACK RIDING" or "RIDING" herein shall refer to riding or otherwise handling of horses, ponies, mules, or donkeys, whether from the ground or mounted. The term "RIDER" shall herein refer to a person who rides a horse mounted or otherwise handles or comes near a horse from the ground.

The terms "I", "me", "my" shall herein refer to the above registered rider and the parents or legal guardians thereof if a minor.

C. ACTIVITY RISK CLASSIFICATION – Horseback riding is classified as a RUGGED ADVENTURE RECREATIONAL SPORT ACTIVITY, and that there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. I further acknowledge and understand that the horse and rider may be placed under stressful conditions that may include, but not limited to the following: unexpected loud sounds such as sirens, gunfire, fireworks and other loud noises, or incendiary devices such as smoke, flames, flares, etc.

D. NATURE OF RIDING HORSES – No horse is a completely safe horse. 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, changing directions or speed at will, bucking, rearing, kicking, biting, or running from danger.

E. RIDER RESPONSIBILITY – Upon mounting a horse and taking up the reins, the RIDER is in primary control of the horse. The RIDER shall be responsible for his/her own safety.

F. CONDITIONS OF NATURE – Jessie’s Run is NOT responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall, or react in some other unsafe way. SOME EXAMPLES ARE: thunder, lightening, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, fly near, bite and/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.

G. INSPECTION OF PREMISES – RIDER has inspected Jessie’s Run facilities and trails and is satisfied that all premises conditions are reasonably safe for RIDER’S intended purpose, usage and presence upon the Jessie’s Run premises.

H. ACCIDENT/MEDICAL AND PERSONAL LIABILITY INSURANCE – Should medical treatment be required, I and/or my own accident/medical insurance company shall pay for all such incurred expenses.

I. PROTECTIVE HEADGEAR WARNING – I have been fully warned and advised by Jessie’s Run that the RIDER should purchase and wear protective headgear, and that the wearing of such headgear while mounting, riding, dismounting, and otherwise being around horses, may prevent or reduce severity of some head injuries and even prevent death from happening as the result of a fall or other occurrence.

J. LIABILITY RELEASE – In consideration of Jessie’s Run allowing my participation in this activity, under the terms set forth herein, I, the RIDER, and the parent or guardian thereof if a minor, do agree to hold harmless and release Jessie’s Run, its owners, agents, employees, officers, members, premises owners, insurers, and affiliated organizations from legal liability; and I do further agree that I shall not bring any claims, demand, legal actions and causes of action, against Jessie’s Run and/or its associates, for any economic and non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child or legal ward in relation to the premises and operations of Jessie’s Run, to include while riding, handling, or otherwise being near horses owned by or in the care, custody and control of Jessie’s Run.

**SIGNER STATEMENT OF AWARENESS**

All Riders and Parents or Legal Guardians must sign below after reading this entire document:

I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK. I/WE FURTHER ATTEST THAT ALL FACTS RELATING TO THE APPLICANT ARE TRUE AND ACCURATE.

\_\_\_\_\_ DATE \_\_\_\_\_  
SIGNATURE OF RIDER (Parent must sign for rider 17 & under)

\_\_\_\_\_ for \_\_\_\_\_  
SIGNATURE OF PARENT, or GUARDIAN (Please print name of participant)