

**RELEASE OF LIABILITY, COVENANT NOT TO SUE, INDEMNIFICATION  
AND HOLD HARMLESS AGREEMENT**

This Release of Liability, Covenant Not to Sue, Indemnification and Hold Harmless Agreement (“Agreement”) is by and between the undersigned individual(s) (referred to in the first person as “I”) and Tennessee Camp for Diabetic Children, (referred to herein as “TCDC”).

**RELEASE OF LIABILITY AND COVENANT NOT TO SUE**

I have voluntarily requested to participate in equine activities at TCDC, located at 2622 Lee Pike, Soddy Daisy, TN 37379. I recognize and accept that there are dangers, including bodily injury and death, to which I may be subjected while engaging in an “equine activity” as defined by Tennessee Code Annotated § 44-20-101 *et seq.*, or while engaging in all other activities involving an equine including, but not limited to, being a spectator of an equine activity, being near an equine, grooming, leading, or otherwise caring for an equine, whether or not the horse is owned by me, at the facility, on formal or informal rides, or at any location where horses are located.

I also recognize and accept that there are dangers to which I may be subjected while engaging in activities involving equines, at an equine facility, on formal or informal rides, or at any location where I might be involved as a spectator, in the handling, riding, or care of a horse, by horses owned by third persons or by third persons who may also be engaging in equine activities at the facility or at other formal or informal equine events. By way of example, these include, but are not limited to, being injured by a horse being ridden, driven, handled, or otherwise being cared for by a third person at the facility or at any other formal or informal equine event such as horse shows or exhibitions, on formal or informal rides, or at any other location where horses may be located.

I further understand that while participating in equine activities, I may encounter variations in terrain, including water, wild animals, stumps, forest growth, debris, rocks, and other obstacles, whether they are obvious or not obvious, man-made or natural.

With this understanding and recognition,

**I ASSUME ALL RISKS INHERENT IN ALL HORSE-RELATED ACTIVITIES IN WHICH I MAY PARTICIPATE,\*\* INCLUDING BUT NOT LIMITED TO MY DEATH OR BODILY INJURY OR HARM TO MY PROPERTY, REGARDLESS OF WHETHER THE RESULTING HARM IS INFLICTED BY MYSELF, MY HORSE, A THIRD PARTY OR A THIRD PARTY’S HORSE;**

and therefore, it is agreed, as one of the material considerations and inducements for TCDC allowing me to participate in equine activities at TCDC, that I hereby knowingly, freely, and voluntarily release, waive and discharge any right or cause of action, of any kind, whatsoever, including ordinary negligence, arising out of activities at the aforementioned facility or as a result of any of the aforementioned activities from which any liability may or could accrue against **TCDC**, their officers, directors, members, partners, agents, issue, heirs, successors, administrators, employees and assigns. Furthermore, I do hereby covenant that I will never institute any suit or action at law or otherwise against **TCDC**, and/or their officers, directors, members, partners, agents, heirs, spouse, issue, successors, administrators, employees and assigns, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action or cause of action for damages of every kind, nature or description, either to person or property, or both, whether developed or undeveloped, resulting or to result, known or unknown, which I ever had, now have or which I, my heirs, executors, administrators or personal representatives, hereafter can, shall or may have for, on or by reason of any matter, cause or thing whatsoever from the date of this covenant.

\*\* “Inherent risks of horse-related activities” means those dangers or conditions which are an integral part of equine activities, including, but not limited to:

- (A) The propensity of an equine to behave in ways that may result in injury, harm, or death to persons on or around them;
- (B) The unpredictability of an equine's reaction to such things as sounds, sudden movements, and unfamiliar objects, persons, or other animals;
- (C) Certain hazards such as surface and sub-surface conditions;

- (D) Collisions with other equines or objects; and
- (E) The potential of a participant or others 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 the participant's ability.

**INDEMNIFICATION AND HOLD HARMLESS**

In addition to the above, I recognize and accept that there are dangers to which a third party, a third party's horse or property may be subjected by me while the third party is engaging in an "equine activity" as defined by Tennessee Code Annotated § 44-20-101 *et seq.*, or while the third party is engaging in other equine activities including, but not limited to, being a spectator of an equine activity, driving, grooming, leading, or otherwise caring for an equine, at TCDC, on formal or informal rides, or at any location where the third party might be involved in the viewing, handling, riding, or caring for a horse.

Therefore, it is agreed, as one of the material considerations and inducements for TCDC allowing me to participate in equine activities at TCDC, that I hereby assume all risk of loss of damage, of whatsoever kind, nature or description, to the person or property of another, as a result of, or arising out of boarding/ training/ exhibiting/ handling/ breeding or participating in equine activities at TCDC. Further I, for my agents, employees, persons upon TCDC at my requests and third parties, shall save and hold TCDC, and/or their officers, directors, members, partners, agents, heirs, spouse, issue, successors, administrators, employees and assigns, harmless from all damages, actions, causes of actions, claims, attorney's fees, costs, liabilities and losses that TCDC might incur as a consequence of having been allowed to participate in equine activities at TCDC.

I also agree to release and hold TCDC harmless from all loss occasioned by fire, theft, vandalism, lightning, floods and/or other acts of God.

Furthermore, I warrant and agree that I will wear protective gear customarily used while engaging in equine activities. If I fail to do so, I fully accept the risks of head injury or death that may occur as a result of not wearing protective gear. I also warrant and agree that I will exercise extreme care and caution while participating in equine activities at TCDC.

I agree and understand that TCDC may revoke permission for me or my guest(s) to participate in equine activities at any time for any reason and that said revocation may be oral or written.

Any action brought under this Agreement shall be brought within one (1) year of the incident or accident giving rise to said claim, whether it be for personal injury or property damage. I agree that damages to property shall be limited to actual value, not to exceed \$1,000.00 and I waive any and all claims for pain, suffering or loss of consortium.

**WARNING: 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.**

**I HAVE CAREFULLY READ AND UNDERSTAND THE ABOVE RELEASE OF LIABILITY, COVENANT NOT TO SUE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND HEREBY AGREE TO ITS TERMS AS ACKNOWLEDGED BY MY SIGNATURE BELOW:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent

\_\_\_\_\_  
Date

