

Sheltering Tree Ranch  
3100 Hwy 226 Savannah, Tn 38372

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT. READ THIS AGREEMENT CAREFULLY BEFORE SIGNING, YOUR SIGNATURE INDICATES YOU UNDERSTAND AND AGREE TO THE TERMS STATED BELOW. BY SIGNING THIS AGREEMENT, YOU AND YOUR CHILD ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR RECOVER DAMAGES IN CAE OF INJURY, DEATH, OR PROPERTY DAMAGES, FOR ANY REASON, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE OF THE RANCH, IT'S OWNER, EMPLOYEE, AND VOLUNTEERS. ("THE RELEASEES")

I, \_\_\_\_\_ on behalf of myself (and my minor child) \_\_\_\_\_  
[Print First and Last name] [Print Child's Name]

In consideration for allowing me (or my minor child) to handle and ride a horse on behalf of myself, my child, or our personal representatives, heirs, next-of-kin, spouses and assigns, I HEREBY:

1. Acknowledge that a horse may, without warning or any apparent cause, buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's feet, push or shove a person, saddles or bridles may loosen or break, - all of which may cause the rider to fall or be jolted, resulting in serious injury or death.
2. ACKNOWLEDGE THAT HORSEBACK RIDING IS AN INHERENTLY DANGEROUS ACTIVITY AND INVOLVES RISKS THAT MAY CAUSE SERIOUS INJURY AND IN SOME CASES DEATH, because of the unpredictable nature and irrational behavior of horses, regardless of their training and past performance.
3. Voluntarily assume the risk and danger of injury or death inherent in the use of the horse, equipment, and gear provided to me by Sheltering Tree Ranch, hereinafter referred to as the Ranch.
4. RELEASE, DISCHARGE, AND PROMISE NOT TO SUE the Ranch, doing business under its own name and any other name and/or any of its owners, officers, employees, and volunteers (hereinafter the "Releasees), for any loss, liability, damages or cost whatsoever arising out of or related to any loss, damage, or injury (including death) to my person or my property.
5. Release the Releasees from any claim that such Releasees are or may be negligent in connection with my riding experience or ability including but not limited to training or selecting horses, maintenance, care, fit or adjustment of saddles and bridles, instruction or riding skills or leading and supervising riders.
6. INDEMNIFY, AND SAVE AND HOLD HARMLESS the Ranch, instructors, its employees and volunteers from and against my loss, liability, damage or cost they may incur arising out of or in any way connected with either my use of the horse and any equipment of gear provided therewith or any acts of omissions of wranglers or other employees or volunteers.
7. The undersigned expressly agrees that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by the state of Tennessee and is intended to be as broad and inclusive as in permitted by Tennessee Law (RIDE AT YOUR OWN RISK) and that in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.
8. Acknowledged that this document is a contract and agree that if a lawsuit is filed against the Releasees for any injury or damage in breach of this contract, the Undersigned will pay all attorney's fees and cost incurred by the Ranch in defending such action.
9. State that I am not now pregnant and that I have no history of epileptic seizures, heart conditions, or any other medical problems that could be affected by horseback riding. If medical conditions do exist, I recognize the dangers and release the Ranch from any occurrences of injury or death as a result of horseback riding.
10. IT IS RECOMMENDED THAT MY CHILD AND ALL RIDERS WEAR PROTECTIVE HELMET. IT IS MY UNDERSTANDING THAT A PROTECTIVE HELMET IS AVAILABLE AND HAS BEEN OFFERED FOR MY OWN OR MY CHILD'S SAFETY. I (and for my child) decline to wear a helmet (please initial here): \_\_\_\_\_
11. If the person who is to enter into this agreement is less than 18 year of age, his/her parent or guardian must read this agreement and sign below on the behalf of the minor. I have read this entire Release of Liability document. I understand it is a promise not to sue and to release the Ranch and Releasees for all claims. I have made a free and deliberate choice to sign this release and waiver as a condition to Releasees allowing me or my child to ride or handle a horse. I have concluded that the risks involved, and the release and waiver of liability is worth the pleasure of horseback riding experience.

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Date

Signature