

GET UP EAP PROGRAM  
SHADY CREEK FARM & BEHAVIOR SERVICES OF THE MID-SOUTH  
EQUINE ACTIVITY LIABILITY RELEASE, WAIVER OF RIGHT TO SUE  
AND ASSUMPTION OF ALL RISKS

This Equine Activity Liability Release, Waiver of Right to Sue and Assumption of All Risks Agreement ("this Agreement") is hereby given by the undersigned (i) to Shady Creek Farm, equine activity sponsor and/or equine activity professional (in each case, the "sponsor" or the "professional"), (ii) to the sponsor as agent for and for the benefit of each owner of land upon which an equine activity to which this Agreement relates is conducted ("owner"), (iii) to George and Karen Geerdes as landowners and as persons who provide facilities for equine activities (the "equine activity sponsor"), and (iv) to each partner, officer, agent, employee, director, shareholder, subscriber, member, heir, personal representative, successor and assign of the sponsor and of each owner (who also shall be included within the words "sponsor" or "owner" as their relationships may determine), (v) to Behavior Services of the Mid-South (BSMS) as the sole provider of therapists and therapeutic services (the "therapists"), (vi) to the owner of BSMS and Director of GET UP Equine Assisted Psychotherapy, Dr. Susan Elswick (director), and (vii) to each therapist, partner, officer, agent, employee, director, shareholder, subscriber, member, heir, personal representative, successor and assign of the director and of each owner (who also shall be included within the words "director" or "owner" as their relationships may determine) of BSMS and of the program Director and provides as follows:

1. That I, the undersigned, do for myself or on behalf of my child or legal ward, hereby voluntarily request to participate in riding instruction and/or on the ground instruction in the GET UP Equine Assisted Psychotherapy program as a student(s) at this stable, and that student will either ride/work with his or her own horse or school horses provided by the sponsor/professional for instructional purposes. In consideration for the opportunities provided by the sponsor, professional and director and each owner to the undersigned (including any minor in whose behalf the undersigned signs this Agreement) (the "participant") for the enjoyment of equine activities as participant, the participant, including any minor participant for whom he signs this Agreement, hereby agrees as follows:

2. That in the last two years student has ridden horses (write each student's name or names beside appropriate amount of riding time for that student):

- A . Less than 10 hours \_\_\_\_\_  
B . 10 to 20 hours \_\_\_\_\_  
C . 20 hours or more \_\_\_\_\_

3. This Agreement is given in part under the Tennessee Equine Activity Liability Act (Code of Tennessee Section TN ST 44-20-101-105.) as it may now provide or be hereafter amended (the "Act"). All terms defined by the Act shall have the same meaning herein, and the Act is hereby incorporated in this Agreement by reference. This Agreement shall be so construed as to provide to the sponsor and each owner the fullest protection of a release, waiver of right to sue

and assumption of all risks that is afforded by the Act, by other applicable statutes and by general law.

4. That parent or guardian and student understand that horses are unpredictable by nature and that when frightened or angry or under stress, a horse's natural instincts are to jump forward or sideways, to run away from danger at a trot or gallop, to kick, to buck, to rear up in front, or to bite: that horses are extremely powerful; and that if a rider falls to the ground, the fall distance will generally be from 3  $\frac{1}{2}$  to 5  $\frac{1}{2}$  feet. I understand these risks and I voluntarily assume these risks and dangers. The participant hereby acknowledges that he has full and complete notice and understanding of the Act and of all the risks inherent in equine activities which may cause, contribute to or result in the death or personal injury of the participant or damage to the participant's property (the "Risks"). These risks include, but are not limited to: (i) the propensity of equines to behave in ways that may result in injury, harm, or death to persons on or around them; (ii) the unpredictability of an equine's reaction to such things as sounds, sudden movement, and unfamiliar objects, persons, or other animals; (iii) certain hazards such as surface and subsurface conditions; (iv) collisions with other animals or objects; (v) the potential of a participant acting in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the equine or not acting within the participant's ability; (vi) the propensity of an equine to behave in dangerous ways or to trip and/or fall; (vii) the inability of anyone whomsoever to predict or foresee an equine's reaction to excitement, weather conditions, sound, movements, objects, vehicles, persons, animals, reptiles, birds or insects, and the effects of such reactions; (viii) the hazards of surface or subsurface conditions, including but not limited to objects or conditions on, under or protruding from the surface both latent and patent; (ix) the hazards which rocks, cliffs, hills, fences, trees, stumps, logs, bridges, ditches, bodies of water, debris and obstacles, and any equine activity in connection therewith, may foreseeably or unforeseeably present; (x) the dangers and risks of tack or harness slipping or breaking for whatever reason; (xi) the dangers and risks of becoming entangled in tack, harness, or vehicles used in an equine activity; (xii) the risks of falling from or otherwise becoming unstable on an equine or a vehicle used in an equine activity for any reason whatsoever or for no identifiable reason; (xiii) the dangers of being struck by an equine, or by rider; (xiv) any negligent act or omission by the sponsor or any owner which causes or results in the death or personal injury of the participant or damage to the participant's property; and (xv) all other risks associated with horseback riding, [ handling horses,] and related activities.

5. The participant hereby RELEASES and WAIVES all rights which he may have or hereafter have against the sponsor, director, professionals, therapists and each owner for injury, loss, damage or death which is in any way resulting from the intrinsic dangers of equine activities, therapeutic services and/or associated with the Risks enumerated in Paragraph 2 above; he does hereby WAIVE his right to sue or to bring any action against the sponsor, director, professionals and each owner in connection therewith; he agrees to INDEMNIFY and DEFEND the sponsor, director, professionals, therapists and each owner from and to HOLD the sponsor, director, professionals and each owner HARMLESS against any such suit or action including reimbursement of legal fees associated with the defense of any

claim; and he hereby expressly ASSUMES ALL RISKS AND DANGERS of injury, loss, damage or death which are in any way resulting from the intrinsic dangers of equine activities and/or associated with the Risks enumerated in paragraph 2 above, including an act or omission that constitutes negligence for the safety of the participant by the sponsor, any owner or any other person.

6. That the student is currently covered by accident medical insurance and will remain insured for the duration of all riding instruction at this stable.

Name of Insurance Co. \_\_\_\_\_

Policy No. \_\_\_\_\_

The participant hereby authorizes and consents to any emergency medical care which may at the time appear reasonably appropriate under the circumstances as a result of injury or sickness caused by or incurred in the course of an equine activity. That I further understand that should medical emergency treatment be required, the current insurance information listed here will be provided to the attending clinic or hospital to cover future payment of incurred bills.

7. That I have been advised that students should purchase and wear a helmet or hard hat and to wear it in and around the stable so as to prevent horse related injuries.

8. This Agreement shall remain valid and in full force and effect from and after the date opposite the signature of the Participant until expressly revoked by the Participant in a written notice personally delivered to the sponsor.

9. To the extent possible, this Agreement shall be construed in such manner as will render it, and each provision of it, fully enforceable; but if any provision of this Agreement shall be unenforceable, such provision (or so much thereof as is unenforceable) shall be deleted and the remainder of this Agreement shall continue in full force and effect.

10. If this Agreement is executed by the undersigned for and on behalf of a minor participant named below, the undersigned hereby warrants and represents that he is in fact the legal parent or guardian of such minor, with full rights of custody and control; that this Agreement is given on behalf of and is intended to be binding upon said minor participant, his heirs, personal representatives, successors and assigns; and the undersigned further agrees that this Agreement shall also be as fully binding on the undersigned as if it were entered into solely on his own behalf.

11. This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the participant and the undersigned.

12. That this agreement is entered into in the state of TENNESSEE and will be interpreted and enforced under its laws.

I HAVE FULLY READ AND FULLY UNDERSTAND THE FOREGOING EQUINE LIABILITY RELEASE, WAIVER OF RIGHT TO SUE AND ASSUMPTION OF ALL RISKS. I HAVE CONSULTED AND RELIED UPON MY OWN ADVISORS ON ALL QUESTIONS IN CONNECTION THEREWITH, AND I HAVE NOT RELIED UPON THE SPONSOR/PROFESSIONAL, ANY OWNER OR THE EQUINE ACTIVITY SPONSOR FOR ANY ADVICE OR EXPLANATION IN CONNECTION THEREWITH. I, THE UNDERSIGNED, BEING OF LEGAL AGE AND SOUND MIND AND NOT BEING UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS, HAVE READ AND UNDERSTAND THE FOREGOING AGREEMENT AND RELEASE.

FULL NAME(S) OF STUDENT RIDER(S) IF UNDER AGE (under 18) OR UNDER GUARDIANSHIP:

1. \_\_\_\_\_ Age \_\_\_\_\_

2. \_\_\_\_\_ Age \_\_\_\_\_

3. \_\_\_\_\_ Age \_\_\_\_\_

4. \_\_\_\_\_ Age \_\_\_\_\_

Listed on the reverse side is the detail of any allergies, ailments, or handicap a student may have, and of which this stable should be aware.

PARENT OR GUARDIAN \_\_\_\_\_ DATE \_\_\_\_\_

OR

SIGNATURE OF RIDER \_\_\_\_\_ DATE \_\_\_\_\_

(if legal age and not under guardianship)

FULL ADDRESS

HOME # \_\_\_\_\_ WORK # \_\_\_\_\_ MOBILE # \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

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