



# Release and Waiver of Liability Agreement

(revised 9/14)

Participant's Name \_\_\_\_\_ Birth Date \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Parent/Guardian's Name (if Participant is under 18) \_\_\_\_\_

Phone(s) \_\_\_\_\_ Email\* \_\_\_\_\_

\*  Check here if you do NOT want to receive Hidden Hills emails. Safe Unsubscribe at any time.

**In consideration for allowing me (or my minor child) to handle and ride or be near a horse and take part in or do any activity or event on the premises of Hidden Hills Farm & Saddle Club (herein called "Hidden Hills") and/or a property associated with Hidden Hills or a Hidden Hills event, and on behalf of myself (or my child), or my (our) heirs, personal representatives, next-of-kin, administrators, spouses, and assigns, I hereby represent to Hidden Hills the following:**

- 1. Understanding of Risks:** *Warning - Under Tennessee Law, an equine professional is not liable for an injury to or 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 understand the unpredictable and potentially dangerous character of horses generally, and I understand that my horse, irrespective of its training and usual past behavior and characteristics, whether characterized as gentle or otherwise, may act or react unpredictably at times based upon instinct or fright. 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. **I acknowledge that horseback riding and all associated activities, including being and working on the premises of Hidden Hills, may involve inherent risks and dangers to myself and to others, including serious injury or death, as well as the risk of damaging the property of myself or others, and I hereby expressly assume all risks associated with participating in such activities.** \_\_\_\_\_ (Initials)
- 2. Natural and Manmade Conditions:** I understand that though Hidden Hills strives to maintain a safe environment, I am aware that natural and manmade conditions, including but not limited to weather conditions, water, wild and domestic animals, insects, and the existence of potential hazards in the natural terrain or manmade objects (including but not limited to holes, barbed wire, and other hazards) may result in injury, damage, or loss of property and/or life of either myself or the horse I may be riding. I hereby assume all risk of injury or death to myself, my horse(s), or my property as a result of such actions by the horse regardless of the cause. \_\_\_\_\_ (Initials)
- 3. Physical Fitness and Exercise of Care:** I understand that a reasonable level of physical fitness and a weight limit of 240 lbs. is required to ride a horse belonging to Hidden Hills, and I am within these criteria. I also promise to be watchful and alert for potential dangers to myself, the horse and equipment, other persons, and the property of others, and to exert every effort to control the horse which I may be handling or riding in a safe and responsible way, whether it be my own or not, as well as other horses in my presence, so that no bodily injury or property damage is inflicted upon others. I agree to pay for any expenses, losses or damages incurred by Hidden Hills caused by me beyond normal wear and tear. \_\_\_\_\_ (Initials)
- 4. Safety Helmets:** I acknowledge that Hidden Hills has advised me that I should wear an ASTM/SEI certified equestrian helmet while mounting, riding, dismounting, and otherwise being around horses. I understand that wearing such a helmet may prevent or reduce the severity of some of the wearer's potential head injuries and possibly prevent the wearer's death as a result of a fall or other occurrences. If the helmet has been obtained from Hidden Hills, I acknowledge that it may not be a perfect fit and that I will be solely responsible for securing the helmet at all times. **I agree to wear a certified equestrian helmet at all times while riding on Hidden Hills property if I am under 18 or if I am riding a horse belonging to Hidden Hills.** \_\_\_\_\_ (Initials)
- 5. Safety Precautions, Payment of Losses, and Farm Rules:** I agree to observe all necessary safety precautions while on the premises of Hidden Hills, including but not limited to the posted Farm Rules. \_\_\_\_\_ (Initials)

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6. **Medical Release and Emergency Treatment:** In case emergency to myself or my minor child, (check one) \_\_\_\_ I authorize/ \_\_\_\_ I DO NOT authorize Hidden Hills to secure and retain medical treatment and transportation, if needed, including x-ray, anesthetic, medical or surgical diagnosis or treatment and hospital service rendered under the general or specific instructions of any physician or hospital. It is further understood that the undersigned will assume full responsibility for such action, including payment of all costs. \_\_\_\_ (Initials)
7. **Release of Liability:** I release Hidden Hills, its owners, property owners, associated property owners, employees and contract personnel, agents and volunteers, successors or assigns, lessors and joint ventures from any and all liability, claims, demands, actions and causes of action whatsoever arising out of any damages, both in law and in equity, in any way resulting from personal injuries, conscious suffering, death, or property damage sustained by me or by others arising out of actions by me while taking horsemanship instruction, while grooming or caring for horses, while participating in any of the activities or events conducted by Hidden Hills, whether caused by the negligence or other wrongful conduct of Hidden Hills or other released parties, during the transportation of horses and/or myself and/or others, while riding my own horse on the premises or associated property of Hidden Hills, or while doing anything on the premises of Hidden Hills. I hereby expressly waive all claims that I may have against Hidden Hills for each and all of the foregoing. \_\_\_\_ (Initials)
8. **Indemnity:** I hereby agree for myself, my heirs, personal representatives and assigns to defend, indemnify and hold harmless Hidden Hills, its owners, property owners, associated property owners, employees and contract personnel, agents and volunteers, successors or assigns, lessors and joint ventures from any and all losses, claims, demands, actions, or proceedings of any kind, including court costs and attorney's fees, which may be initiated against any of the foregoing by any person and arising out of any action or inaction on my part or on the part of Hidden Hills or its owners, property owners, associated property owners, employees and contract personnel, agents and volunteers, successors or assigns, lessors and joint ventures and in any way related to any of the activities, whether caused by the negligence or other conduct of Hidden Hills or other released parties, described in the preceding paragraphs or contemplated under this Agreement. \_\_\_\_ (Initials)
9. **Continuation of Terms:** I agree and acknowledge that the terms and conditions of this Agreement, including my assumption of risk, release of liability, and indemnity shall continue in full force and effect at all times during which I am engaged as a Student, Lessee, Boarder, Event Participant, Guest, Day Rider, or any other capacity on the premises of Hidden Hills, and after the termination of these activities. Furthermore, in the event that any portion of this Agreement is determined to be invalid or unenforceable for any reason, the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect. \_\_\_\_ (Initials)
10. **Disputes:** Any dispute shall be litigated in and this Agreement shall be interpreted in accordance with the laws of the state and county where Hidden Hills is located. \_\_\_\_ (Initials)
11. **Guests of Hidden Hills' Boarders Only:** As a guest of \_\_\_\_\_, my host, I understand that I must be under the direct supervision of my host at all times, and that I may only ride, handle, or otherwise be around the horse(s) owned by myself or by my host. I agree that I will not pay my host for any horse-related services on Hidden Hills property without express written permission from Hidden Hills management. \_\_\_\_ (Initials)

***I am least 18 years of age, or I am the parent or guardian of the above named, and I have read and initialed each part of this document. I understand that it is a promise not to sue and to release Hidden Hills, its owners, property owners, associated property owners, employees and contract personnel, agents and volunteers, successors or assigns, lessors and joint ventures from any and all liabilities, claims, lawsuits, losses, costs, causes of action and damages of any kind. 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 participate in activities provided by Hidden Hills and/or to use Hidden Hills premises for my own approved activities. I have concluded that the risks involved and the release and waiver of liability is worth the pleasure of the experience.***

\_\_\_\_\_  
**Signature of Participant or Parent/Legal Guardian\*** (required for anyone under 18)

\_\_\_\_\_  
**Date\*\***

\*Legal guardians do not include babysitters or friends of the family, unless that individual has been named guardian by a legal process; signed notes are not considered "legal."

\*\*This is the date on which the release was filled out. This agreement is not only for today but for all visits or riding lessons/activities in the future.