

Darswinkle's Delights Liability Release and Assumption of Risk Agreement Form

Read carefully and complete all Sections before Signing

This RELEASE OF LIABILITY is made and entered into on this _____ day of _____, 20____, by and between DaNel Resha owner of Darswinkle's Delights, hereinafter designated MANAGER and _____ Student, Volunteer, Guest, Camper, Rider, Hereinafter known as "Guest", and, if GUEST is a minor, GUEST'S PARENT OR GUARDIAN, _____. In return for the use, today and on all future dates of the property, facility, lessons, services, whether or not listed in the barn rules, boarding contract, or lesson agreement, and services of the MANAGER, the GUEST, his heirs, assigns, and legal representatives, hereby expressly agree to the following:

I, the above listed individual, and the parents or legal guardians thereof if a minor, do hereby voluntarily agree to participate in equine related instruction and other activities as a GUEST of this facility and that I will either utilize my own horse or school horses provided by this facility for instruction, riding, or driving purposes.

This contract is non-transferable and is made and entered into the State of Tennessee and shall be enforced and interpreted under the laws of this state. Should any clause be in conflict with the state law then the clause is void and null, but the rest of the contract shall remain in full force and effect. This release of Liability shall become binding upon the signing of the document by both parties.

Medical Insurance I / we agree that: Should medical treatment be required, I and / or my medical insurance company **shall pay** for **ALL** SUCH INCURRED EXPENSES.

Under Tennessee Law, an equine professional, activity sponsor, or any other person, which shall include a corporation or partnership, shall not be liable for an injury to or the death of a participant resulting from the inherent risks of equine activities. No participant or participant's representative shall make any claim against, maintain an action against, or recover from an equine activity sponsor, an equine professional, or any other person for injury, loss, damage, or death of the participant resulting from any of the inherent risks of equine activities unless the equine professional, activity sponsor, or other person I) provided the equipment or tack, and knew or should have known that the equipment or tack was faulty, and such equipment or tack was faulty to the extent that it did cause the injury, or ii) provided the equine and failed to make reasonable and prudent efforts to determine the ability of the participant to engage safely in the equine activity and determine the ability of the participant to safely manage the particular equine based on the participant's representations of the participant's ability, or iii) owns, leases, rents, or otherwise is in lawful possession and control of the land or facilities upon which the participant sustained injuries because of a dangerous latent condition which was known to the equine professional, activity sponsor, or other person and for which warning signs have not been conspicuously posted, iv) commits an act or omission that constitutes willful or wanton disregard for the safety of the participant, and the act or omission caused the injury, or v) intentionally injures the participant. Tenn. Code Ann. § 44-20-103; Tenn. Code Ann. § 44-20-104.

1. GUEST agrees to assume any and ALL risks involved in or arising from GUEST'S use of or presence upon MANAGER'S property and facilities including, without limitation but not limited to, the risks of death, bodily injury, property damage, falls, kicks, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency medical care, or the negligence or deliberate act of another person.
2. GUEST agrees to hold Manager and all of its successor assigns, subsidiaries, franchises, affiliates, officers, directors, boarders, employees and agents completely harmless and not liable and release them from all liability whatsoever and agrees NOT TO SUE them on count of, or in connection with any claims, causes of action, injuries, damages, costs or expenses acting out of GUEST'S use or presence upon MANAGER'S property and facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damage, except if the damages are caused by the direct, willful and wanton negligence of the MANAGER.
3. MANAGER shall not be liable for any loss of property by fire, theft, burglary, or otherwise from said premises, buildings, or acreage. MANAGER shall not be liable for any injury or damage whatsoever which may arise or accrue either from its furnishing or failure to furnish heat or air conditioning regardless of the cause or on account of any defect in the building or premises.
4. GUEST agrees to abide by all of the MANAGER'S barn rules and regulations whether verbal or stated in the barn rules.
5. Only persons with a signed release of liability form are allowed to ride, or handle horses.

I the GUEST (or guardian/parent if under 18) fully understands that there is a risk of injury and even death when participating with horses. Horses can spook to unfamiliar sounds and move suddenly to unexpected actions of others or nature.

GUEST: (guardian/parent, if under 18)

Signed: _____

Name: _____

Address: _____

Phone: _____

Work: _____

Cell: _____

Emergency Contacts: _____

