



*Runaway Farms:*

## LIABILITY RELEASE FORM

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This Release of Liability, Covenant Not to Sue, Indemnification and Hold Harmless Agreement ("Agreement") is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the undersigned individual(s) and Runaway Farms, LLC ("Runaway Farms").

NOW, THEREFORE, in consideration of Runaway Farms' agreement to allow me to participate in equine activities at Runaway Farms, and for other good and valuable consideration, I do hereby enter into the following Agreement.

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

I do hereby recognize and accept that there are possible dangers to which I may voluntarily subject myself while engaging in an "equine activity" as defined by Tennessee Code Annotated §44-20-101 *et seq.*, or while engaging in all other equine activities including, but not limited to, being a spectator of an equine activity, grooming, leading, or otherwise caring for an equine, whether or not the horse is owned by me, at the facility, at horse shows/exhibitions, on formal or informal rides, or at any location where I might be involved in the handling, riding, or care of a horse.

I also recognize and accept that there are possible dangers to which I may be subjected while engaging in equine activities, at an equine facility, at horse shows/exhibitions, 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/exhibition, on formal or informal rides, or at any other location where horses may be located. In addition,

**THE UNDERSIGNED OWNER ASSUMES ALL UNAVOIDABLE RISKS INHERENT IN ALL HORSE-RELATED ACTIVITIES,\*\* INCLUDING BUT NOT LIMITED TO BODILY INJURY AND PHYSICAL HARM TO HORSE, RIDER, HANDLER, AND SPECTATOR, 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 Runaway Farms allowing me to participate in equine activities at Runaway Farms, that I hereby knowingly, freely, and voluntarily release, waive and discharge any right or cause of action, of any kind, whatsoever, 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 **Runaway Farms, Kenneth Roberts, individually, Sharon L. Roberts, individually, Melissa D. McKenzie, individually,** their 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 **Runaway Farms, Kenneth Roberts, individually, Sharon L. Roberts, individually, Melissa D. McKenzie, individually,** and/or their 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 subsurface conditions;
- (D) Collisions with other equines or objects; and
- (E) 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 the participant's ability.

**INDEMNIFICATION AND HOLD HARMLESS**

In addition to the above, I do hereby recognize and accept that there are possible dangers to which a third party, a third party's horse or property may be subjected by me or my horse 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 Runaway Farms, at horse shows/exhibitions, on formal or informal rides, or at any location where the third party might be involved in the viewing, handling, riding, or caring for my horse. I do hereby recognize and accept that these dangers may occur at Runaway Farms, at a horse show grounds, on formal or informal rides, or while transporting my horse with others.

Therefore, it is agreed, as one of the material considerations and inducements for Runaway Farms allowing me to participate in equine activities at Runaway Farms, 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 riding at Runaway Farms. Further I, for my agents, employees, persons upon Runaway Farms at my requests and third parties, shall save and hold **Runaway Farms, Kenneth Roberts, individually, Sharon L. Roberts, individually, Melissa D. McKenzie, individually,** harmless from all damages, actions, causes of actions, claims, attorney's fees, costs, liabilities and losses that Runaway Farms might incur as a consequence of having been allowed to participate in equine activities at Runaway Farms.

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

**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.**

\_\_\_\_\_  
Signature \_\_\_\_\_  
Date

\_\_\_\_\_  
Emergency Contact \_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Witness \_\_\_\_\_  
Date