

Acknowledgement of Rider(s), spectator(s), volunteer(s) and Instructor(s) Responsibility, express Assumption of Risk, and Release of Liability

I understand that during my participation or by just observing equine activities, I may be or my child may be exposed to a variety of hazards and risks Foreseen and unforeseen, which are inherent in all equine activities and cannot be eliminated without destroying the unique character of the equine experience. These inherent risks include but are not limited to, dangers of serious personal injury, property damage, and death "injuries and damages" from exposure to the hazards of being around horses. The Hixson Therapeutic Riding Program, Inc. dba Highlands Riding Center and its sponsors who are not limited to, all land owners where events and/or training are being held, participating volunteers, trainers, and any workers involved in this program, along with owners hereinafter referred to as Hixson Therapeutic Riding Program, Inc. dba Highlands Riding center or noted as HTRP dba Highlands Riding Center, have not tried to contradict or minimize my understanding of these risks. I know that injuries and Damages can occur by natural causes or activities of other persons, animal, club members, 4h leaders, instructors and assistants or third parties, either as a result of negligence or because of other reasons. I understand the risks of such injuries and Damages are involved in equine activities such as HTRP dba Highlands Riding Center and appreciate that I may have to exercise care for my own personal or my child or others around me in face of such hazards. I further understand that during the period that I or my child is exposed to equine activities there may be no rescue or medical facilities or expertise necessary to deal with the injuries and Damages to which I may be or my child may be exposed to. In consideration for my acceptance, or my child's, as a rider, spectator, volunteer, participant, or instructor in equine activities as the HTRP dba Highlands Riding Center, and the services and amenities to be provided by the connection with any equine activities, I confirm my understanding that I have read any rules, conditions applicable, waivers, enrollment form and filled out all forms correctly with all medical information or limit of physical ability or my child's for participation in equine activities. I will pay all costs and fees for the equine activities; I acknowledge my participation is at the discretion of any leadership. This agreement is intended to be as broad and inclusive as is permitted by law. If any provision or any part of any provision of this agreement is held to be invalid or legally unenforceable for any reason, the remainder of this agreement shall not be affected thereby and shall remain valid and fully enforceable. To the fullest extent allowed by law, I agree to WAIVE, DISCHARGE CLAIMS, AND RELEASE FROM LIABILITY the Hixson Therapeutic Riding Program dba Highlands Riding Center, its officers, land owners, directors, employees, contract labor, agents, volunteers, sponsors, leaders from any and all liability on account of, or any way resulting from injuries and Damages, even if caused by negligence of the HTRP dba Highlands Riding Center officers, land owners, directors, employee, contract labor, agents, volunteers, sponsors, and leaders, in any way connected with equine activities. I further agree to HOLD HARMLESS the Hixson Therapeutic Riding Program dba Highlands Riding Center, its officers, land owners, directors, agents, employees, contract labor, volunteers, sponsors, and leaders from any claims, damages, injuries, or losses caused by my own negligence or parties listed above negligence while a participant or a spectator is around or involved in equine activities. I understand and intend that this assumption of risks and release is binding upon my heirs, executives, administrators and assigns, and includes any minors or adults accompanying me in equine activities and I will assume all responsibility for any damages to any parties listed above. I have read this document in its entirety and I freely and voluntarily assume all risks of such injuries and Damages and notwithstanding such risks, I agree to participate, me or my child, as a spectator or in any other capacity related to any equine activities at Hixson Therapeutic Riding Program dba Highlands Riding Center.

State of Tennessee Equestrian Liability

WARNING: Under Tennessee Law, an equine professional is not liable for an injury to or the death of a Participate in equine related activities resulting from the inherent risk of equine activities, pursuant to the Tennessee Code Annotated Title 44 Chapter 20 Part 1.

Publicity Release

I consent to and authorize the use and reproduction by Hixson Therapeutic Riding Program dba Highlands Riding Center of any and all audio-visual Materials, photographs taken of the above participant, family or observers with me for promotional material, educational activities, and exhibitions or For any other use for the benefit of the program.

INITIAL _____

NAME(S) _____ SIGNATURE _____ DATE _____

If you are a minor (under age 18 or under need consent, a parent or legal guardian must sign this Agreement on your behalf below.

I the, Parent/Guardian, do hereby agree and consent to the foregoing Agreement on behalf of their minor(s), or participant listed above, any and all family and friends that are presently with me participating in equine related activities at HTRP dba Highlands Riding Center to the above document.

Signature of Parent/Guardian

Date _____