

RELEASE AND WAIVER AND INDEMNITY AGREEMENT

EMILY LOVE MENDONCA, LOVE DRESSAGE & HORSEMANSHIP

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(615) 887-0043

6406 ARNO COLLEGE GROVE ROAD

COLLEGE GROVE, WILLIAMSON COUNTY, TENNESSEE 37046

For consideration of being permitted to enter and come on to the property, 6314 McDaniel Road, College Grove, Tennessee 37046, belonging to Thomas and Cynthia Love, to ride, visit any part of the property, the equine facility, or otherwise participate in equine or other activities located on the property, or to participate in equine activities located at any other property while under the instruction supervision or training of Emily Love Mendonca (hereinafter "the property"), the undersigned being of sound mind and over the age of eighteen (18):

1. ACKNOWLEDGES the dangers and risks to be encountered as a result of riding, walking, handling, grooming, feeding or otherwise being in the proximity of horses, dogs, cats and other domesticated and/or non-domesticated (wild) animals (inclusive of reptiles and insects) occupying the property, and I fully understand that horse-back riding, inclusive of walking, trotting, cantering, galloping and riding over obstacles and fences (jumping), is an inherently dangerous activity which can result in serious injury or death;
2. ACKNOWLEDGES that I have fully advised Emily Love Mendonca or her agents or anyone else engaged in sponsoring any equine activity on the property, of my capability or my child or ward's capability to safely engage in the equine activity (inclusive of, but not limited to, horseback riding, walking, trotting, cantering, galloping and jumping (if applicable)) and based on my representations of my capability or my child or my ward's capability to safely participate in the equine activity and to control and safely manage the horse to be used, permission has been granted to me and/or my child or ward to engage in the equine activities;
3. ACKNOWLEDGES that I fully appreciate and understand the risk of serious bodily injury, death and/or property damage to which I will be exposed by entering the property, and that I understand the risk that any horse, or dogs or other animal brought onto the property can be injured, hurt or killed;
4. ACKNOWLEDGES that Tennessee Code Annotated, Title 44, Chapter 20 limits the civil liability of the aforestated owner of the property, Thomas and Cynthia Love and the owners of any property where supervision, training and/or instruction by Emily Love Mendonca is taking place, and all other equine professionals, inclusive of Emily Love Mendonca, so engaged and any lessors and lessees of the "property" and all staff and employees of the owners and others involved in sponsoring equine activities on the property and that I have seen and am aware of the warning required by the Tennessee Equine Limited Liability Act, referenced above, as follows:

WARNING: UNDER TENNESSEE LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR ANY INJURY TO OR THE DEATH OF ANY PARTICIPANT IN THE ACTIVITIES RESULTING FROM THE INHERENT RISK OF EQUINE ACTIVITIES, PURSUANT TO TENNESSEE CODE ANNOTATED, TITEL 44, CHAPTER 20, (ACTS 1992, CH. 974,.6), AND THAT THIS RELEASE IS IN FURTHERANCE AND NOT IN LIMITATION OF THE PROTECTIONS AFFORDED BY THE EQUINE LIMITED LIABILITY ACT.

5. ACKNOWLEDGES that I will inspect the property prior to engaging in any equine or other activities and that I will continue to be vigilant upon entering the property and will continuously inspect the property having entered the property and that I will accept the property and premises as reasonably safe and suited for the purpose of my usage and/or my horses usage; and I further agree and warrant that if at any time I observe any condition on the premises which I believe is not reasonably safe, then I will immediately give written notice to the owner of the property, and to Emily Love Mendonca, or her agents and will immediately remove myself and my horse from the area of unreasonable danger;
6. KNOWINGLY RELEASES AND WAIVES ALL RIGHTS OF ACTION, AND FOREVER DISCHARGES AND COVENANTS NOT TO SUE Emily Love Mendonca, the owners of the property, or their agents, Lessors and Lessees of the property, occupiers of the property, employees, staff and guests invited by owners to participate in any equine or other activity (releases);
7. KNOWINGLY AGREES that in the event I receive permission from Emily Love Mendonca to bring a non-boarder guest onto the property, or any facility where Emily Love Mendonca is providing riding instruction, supervision and/or training, that guest must execute a Release and Waiver and Indemnity Agreement in advance of that guests arrival on the farm, said Release and Waiver and Indemnity Agreement to be obtained from Emily Love Mendonca sufficiently in advance to permit the guest to thoroughly review the Release and Waiver and Indemnity Agreement and confer with the guests attorney should the guest wish to do so. The guest's signature on said Release and Waiver and Indemnity Agreement signifies that the guest has had the opportunity to thoroughly review the Release and Waiver and Indemnity Agreement and consult with the guest's legal counsel or has voluntarily opted to waive review by legal counsel.
8. KNOWINGLY AGREES to indemnify, defend, and hold harmless the releasees referred to in Paragraph 6 and elsewhere in this document and each of them from any loss, liability, damage, or costs (including attorney's fees, litigation costs, and court costs) that they may incur due to, or arising from, the presence of, or injury to, the undersigned or the undersigned's child or ward indemnified below (if applicable) or his/her horse or property or the undersigned's child or ward's property (if applicable) while in or upon the property, whether any such loss, liability, damage or cost may be caused by the negligence of the releasees, or any of them or of any third parties, or otherwise;
9. KNOWINGLY ASSUMES full responsibility for all risks of bodily injury, death, or horse injury or death and/or property damage due to any negligent act or failure to act, or any other negligence, of the releasees;
10. ACKNOWLEDGES AND AGREES that by signing this Release and Waiver and Indemnity Agreement I have had the full opportunity to carefully review this document prior to signing same and that I have had the opportunity to confer with an attorney or that alternatively, I have voluntarily opted to waive review of this document by legal counsel.
11. ACKNOWLEDGES that the releasees do not represent that they provide any type of medical care, paramedical service, first-aid facilities, or ambulance service (air or ground) and that mobile phones may be limited or have no coverage on the "property", or location where Emily Love Mendonca is providing riding instruction, supervision and/or training;

12. Acknowledges and agrees that any and all causes of action must be brought against the Releasees inclusive of Emily Love Mendonca and her parents, Thomas and Cynthia Love, within one year of the occurrence forming the basis for the cause of action notwithstanding any statute of limitations setting out a longer period.

13. ACKNOWLEDGES that this RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT is complete and entire, and is signed without limitation or reservation. It shall be binding upon the undersigned and any and all assigns, heirs, next of kin, personal representatives, executors, and administrators of the undersigned;

14. ACKNOWLEDGES that if any portion of this RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT is deemed to be legally void or invalid for any reason, that such will not affect the validity and enforceability of the remainder of this document;

15. EXPRESSLY ACKNOWLEDGES, AGREES, REPRESENTS AND WARRANTS that I have carefully read this RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT AND, with the intention that it be legally binding, voluntarily signed it without duress or coercion, with full understanding and comprehension of its content and effect, and further agrees that no oral representations, statements or inducements apart from the foregoing written RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT have been made.

Accepted and Agreed:

Adult (18 and over):

Signature: _____ Date: _____

Printed Name: _____ Date: _____

Printed Address: _____

Minor (under 18):

Minor Child's Printed Name (if applicable): _____

Minor Child's Printed Address: _____

Parent or Guardian's Printed Name: _____

Parent or Guardian's Signature: _____

WITNESS:

Witness Signature: _____ Date: _____

Witness Printed Name: _____

EMERGENCY CONTACT(S):

Name: _____

Phone Number: _____

Relationship: _____

Name: _____

Phone Number: _____

Relationship: _____

Releasor's Veterinarian (please print): _____

Veterinarian's Phone Number: _____

Does your veterinarian listed above have your permission to make decisions for the benefit of your horse(s) health including making a trip to this facility, administering medications, transporting the horse to a veterinary facility, and/or conducting surgery?

_____ Yes Lessee Signature: _____

_____ No Lessee Signature: _____

Signature by Lessee: _____

Date: _____