

## Ridge Toppers Trail Association & Timber Ridge Liability Waiver

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 INHERENT RISK OF EQUINE ACTIVITIES PURSUANT TO TENNESSEE CODE ANNOTATED, TITLE 44, CHAPTER 20.

I agree to participate or agree for my child or other persons whom I give authorization (collectively, "Releasor") to participate in horse activities on Ridge Toppers Trail Association, a non-profit Corporation ("RTTA"), property or licensed trails and TMA Corp d/b/a Timber Ridge Horse Campground and Cabins, a Tennessee Corporation ("Campground"), property (collectively, the "Property"). I assume full responsibility for any injury, loss, debilitation, bodily harm, mental or physical impairment, or death to Releasor while on the Property. I release liability and hold harmless all those that interact with Releasor while on the Property.

I understand participation in equine activities such as care, control, handling, watching, being close to, and riding horses is considered hazardous and has inherent risk. I understand equine activities are high risk and participation in or being near this activity constitutes participation in an "equine activity" as defined by the Tennessee Code Annotated Title 44, Chapter 20. I understand that participation involves all inherent risks associated with the dangers and conditions which are an integral part of equine activities, including but not limited to, the propensity of equines to behave in ways which may result in injury, harm, or even death to humans and other animals around or near them; the unpredictability of equine reaction to sounds, sudden movements, smells, and unfamiliar objects, persons or other animals; hazards related to surface, subsurface, overhead, and weather conditions; equipment failures and breakage; collisions with other equines or objects; and the potential of a participant to act in a negligent or unskilled manner which may contribute to injury to the participant or to others, including failing or inability to maintain control over an animal.

I, RELEASOR, PARTICIPATE IN THE ACTIVITIES FOR PERSONAL BENEFIT AND ENJOYMENT AND AGREE TO COMPLY WITH ALL RULES OF PARTICIPATION AND PROPERTY USE. I HEREBY, RELEASE, WAIVE, FOREVER DISCHARGE ALL CLAIMS, AND HOLD HARMLESS ANY COVERED PERSONS FROM ANY LIABILITY FOR ANY ACCIDENT, INJURY, LOSS, OR DAMAGE, INCLUDING DEATH, AND INCLUDING INJURY TO MY EQUINE OR OTHER ANIMALS, RESULTING FROM ACTIVITIES, USE OF THE PROPERTY, AND/OR NEGLIGENCE BY RTTA, CAMPGROUND, AND ALL ASSIGNS, EMPLOYEES, SPOUSES, PARTNERS, MEMBERS, SHAREHOLDERS, VOLUNTEERS, AND AGENTS (COLLECTIVELY, "COVERED PERSONS"). FAILURE TO COMPLY WITH OBLIGATIONS HEREUNDER WILL REVOKE PERMISSION TO USE THE PROPERTY. IT IS MY INTENTION FOR MYSELF AND MY CHILD, MY HEIRS, MY CHILD'S HEIRS, EXECUTORS, ADMINISTORS, OR OTHER REPRESENTATIVES THAT, EXCEPT IN THE CASE OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, I, RELEASOR, WILL NOT BRING ANY CLAIM, CAUSE OF ACTION, AND/OR LIABILITY SUIT AGAINST, AND WILL RELEASE, HOLD HARMLESS, AND INDEMNIFY ANY COVERED PERSON FROM AND AGAINST, ANY LOSS, COST, OR DAMAGE RESULTING FROM ANY INJURY WHICH I MAY SUFFER ON THE PROPERTY OR FROM PARTICIPATING IN ACTIVITIES. IN ADDITION, I, RELEASOR, AGREE TO REIMBURSE AND INDEMNIFY THE COVERED PERSONS FROM ANY DAMAGES RESULTING FROM NEGLIGENCE OR FAILURE TO COMPLY WITH THIS AGREEMENT, INCLUDING SUBROGATION OR OTHER ACTIONS BY THIRD PARTIES. THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT DURING ALL ACTIVITIES AND/OR USE OF THE PROPERTY.

I hereby state that I am of lawful age to sign this Agreement, or that all parents or guardians of any minor child have signed and understand that each and every one of the terms are contractual and not a mere recital, and that this document is signed by my own free act. This Agreement shall remain in full force and effect and shall not expire.

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Other Participants:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Signature:** \_\_\_\_\_

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