

CEDAR KNOB HOUNDS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

For consideration of being permitted to ride with the organization known as the Cedar Knob Hounds (hereinafter Cedar Knob) and/or to enter the premises owned by Albert Menefee, III, which is known as the Cedar Knob Kennels, and also Albert and Theresa Menefee, III's "Hunting Box Farm" located at 847 Cedar Knob Road, Lynnville, Tennessee 38472 and those properties/farms owned by Albert Menefee, III, Mrs. Albert Menefee, Jr. (Valere Potter Menefee), Marianne Menefee Byrd, John Menefee, Eleanor Menefee Parkes, Rob and Joanna Caldwell and/or any contiguous and/or adjoining properties and/or property comprising the area known as the Cedar Knob hunt country located in Davidson, Marshall, Giles and Lincoln County, Tennessee and all contiguous property thereto and/or any property whatsoever on which any equine activity occurs involving the Cedar Knob Hounds, inclusive of, but not limited to, Percy Warner Park and the Iroquois Steeplechase grounds (both located in Davidson County, Tennessee) and/or the property comprising the Cedar Knob hunt country or property to be used for equine activity of any host Hunt or other organization that has invited the Cedar Knob Hounds for any equine activity, all of which are referred to hereafter as "the property", the undersigned, being of sound mind and over the age of 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 land and countryside;
2. **Acknowledges** that I have fully advised the equine activity sponsor, the Cedar Knob Hounds, 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, trail riding, foxhunting, trotting, cantering, galloping, etc.) and based on my representations of my capability or my child or 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 to my child or ward to engage in the equine activity;
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, dog or other animal brought onto the property can be hurt or killed;
4. **Acknowledges** that Tennessee Code Annotated, Title 44, Chapter 209, limits the civil liability of Albert L. Menefee, III, and all other equine professionals so engaged and the owners, occupiers, lessors and lessees of the property and Cedar Knob, its subscribers, guests, Master, officers, staff and employees, and others involved in sponsoring equine activities and that I have seen and am aware of the warning required by the Tennessee Equine Limited Liability Act reading 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, Title 44, Chapter 20. (Acts 1992, ch. 974,.6),

and 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 that I intend to enter and use and that I will immediately and continuously again inspect areas upon entering and accept them as reasonably safe and suited for my usage, my child's or ward's usage, or my horse's usage; and I further agree and warrant that if at any time I observe any condition on the property which I believe is not reasonably safe, then I will immediately notify the equine activity sponsors or the owner or lessee of the property of the same and will immediately remove myself, my child, my ward 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** Albert Menefee, III, Mrs. Albert Menefee, Jr. (Valere Potter Menefee), Marianne Menefee Byrd, John Menefee, Eleanor Menefee Parkes, Rob and Joanna Caldwell and their respective spouses (if applicable), the owners, occupiers, lessors and lessees of the properties known as the Hunting Box Farm, the Barn Farm, the Yowell Farm, the Smith Farm, the Burns Farm, Colonial Hill and the property known as the Cedar Knob Kennels and the owners, occupiers, lessors and lessees of the property and the Cedar Knob Hounds, its members, guests, Master, officers, staff and employees, and any members, subscribers, guests or employees of other Hunts that have invited the Cedar Knob Hounds to participate in any equine activity or any owners, occupiers, lessors and lessees of property on which any such equine activity is held (hereinafter referred to as "releasees") regardless of the existence of any dangerous,

latent condition that was known to any releasee, irrespective of the presence or lack of signs warning of such dangerous condition, whether obvious or latent.;

7. **Knowingly agrees** to indemnify, defend, and hold harmless the releasees referred to in Paragraph 6 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 identified below (if applicable) or his/her horse or property or the undersigned's child or ward's horse or property (if applicable) when in or upon the property or any other location as indicated in Paragraph 6, 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;

8. **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, or due to the existence of any dangerous condition, whether obvious or latent that was known to any of the releasees, irrespective of the presence or lack of signs warning of such dangerous condition whether obvious of latent;

9. **Acknowledges** that the releasees referred to in Paragraph 6 do not represent that they provide any type of medical care, paramedical services, first-aid facilities or ambulance service (air or ground);

10. **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 distributees, assigns, heirs, next of kin, personal representatives, executors and administrators of the undersigned;

11. **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 effect the validity and enforceability of the remainder of this document;

12. **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 on me and my minor child or ward (if applicable), voluntarily signs it without duress or coercion, with full understanding and comprehension of its content and effect, and further agrees that no oral representatives, statements or inducements apart from the foregoing written Release and Waiver of Liability and Indemnity Agreement have been made.

13. **This Release and Waiver of Liability and Indemnity Agreement** shall remain in effect for any and all subsequent equine activities in which I participate with the Cedar Knob Hounds regardless of where or when occurring unless and until revoked by me in writing.

Accepted and Agreed:

Signature

Date

Printed name and address

Minor child's name and address (if applicable)

Parent or Guardian's printed name and address

Parent or Guardian's signature

Witness:

Signature

Printed name