

HILLSBORO HOUNDS, INC.

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

For consideration of being permitted to ride with the organization known as the Hillsboro Hounds, Inc. (hereinafter Hillsboro Hounds) and/or to enter the premises located at in Tennessee, or used or occupied by the Hillsboro Hounds from time-to-time on which any equine activity occurs involving the Hillsboro Hounds, inclusive of, but not limited to, any property or farms owned by the Hillsboro Hounds or their families, Percy Warner Park and the Iroquois Steeplechase grounds (both located in Davidson County, Tennessee) and/or the property comprising the hunt country or property to be used for equine activity of any host hunt of any member of the Hillsboro Hounds or property of any host hunt of any other organization that has invited any members of the Hillsboro 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 acknowledges and agrees that:

1. There are 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. By signing below that I have fully advised the equine activity sponsor, the Hillsboro Hounds, or anyone else engaged in sponsoring any equine activity on the property of my capability or my child's 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's 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 or to my child or ward to engage in the equine activity;

3. 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 dog or other animal brought onto the property can be hurt or killed;

4. Tennessee Code Annotated, Title 44, Chapter 20 limits the civil liability of equine activity sponsors and equine professionals for the inherent risks of 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 an injury to or the death of a participant in equine activities resulting from the inherent risk of equine activities, pursuant to Tennessee Code Annotated, Title 44, Chapter 20

and that this release is in furtherance and not in limitation of the protection afforded by such statute.

5. I will inspect the property that I intend to enter and use and that I will immediately and continuously inspect areas upon entering or reentering and accept them as reasonably safe and suited for the purpose of my, my child's or ward's usage, or my horse's or other animal's usage; and I further agree and warrant that if at any time I observe any condition of 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 horse or other animal from the area of unreasonable danger.

6. I knowingly release and waive all rights and causes of action, and forever discharge and covenant not to sue any equine activity sponsor, the owners, occupiers, lessors and lessees of the property and their respective family members and spouses if applicable, and the Hillsboro Hounds, its subscribers, guests, Masters, officers, staff and employees, and any members, subscribers or employees of any other Hunts that have invited the Hillsboro Hounds or any of its members 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. I knowingly agree to indemnify, defend, and hold harmless the releasees referred to in Paragraph 6 and each of them from any loss, liability, damage, expense or cost (including attorneys’ fees, litigation costs, and court costs) that they may incur due to, arising from, or in any way connected with the presence of, or injury to, or death of, the undersigned or the undersigned’s child or ward indentified below (if applicable) or his/her horse, other animal or property or the undersigned’s child’s or ward’s horse, other animal or property (if applicable) while in or upon the property whether any such loss, liability, damage, expense or cost may be caused by the negligence of the releasees, or any of them, or of any third parties, or otherwise.

8. I knowingly assume full responsibility for all risks of bodily injury, death, or horse or other animal 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 or latent.

9. The releasees referred to in Paragraph 6 do not represent that they provide, and in fact do not provide, any type of medical care, paramedical services, first-aid facilities or ambulance service.

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

11. 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 sign it without duress or coercion, with full understanding and comprehension of its content and effect, and further agree that no oral representations, statements or inducements apart from the foregoing written Release and Waiver of Liability and Indemnity Agreement have been made.

12. If any portion of this Release and Waiver of Liability and Indemnity Agreement is deemed to be legally void or invalid for any reason, such will not affect the validity and enforceability of the remainder of this document.

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 Hillsboro Hounds, regardless of when or where occurring unless and until revoked by me in writing.

Accepted and Agreed:

_____	_____	_____
Signature	Date	Emergency Contact
_____		_____
Printed name and address		Emergency contact phone number(s)

Minor child’s printed name and address (if applicable)		

Parent or Guardian’s signature		