

RELEASE OF LIABILITY AGREEMENT

This release of liability agreement is entered into between Michelle Conkle, 8985 Horton Highway, College Grove, TN 37046, hereinafter referred to as **Operator**, and _____, hereinafter referred to as **Participant**.

In return for the use and participation today, and on all future dates, of the property, facilities, lessons, services, whether or not listed or stated in writing, the **Participant**, his heirs, assigns and legal representatives, hereby expressly agree to the following:

1. It is the responsibility of the **Participant** to carry full and complete insurance on himself.
2. The **Participant** agrees to assume ANY AND ALL RISKS INVOLVED IN OR ARISING FROM USE OF OR PRESENCE UPON THE PROPERTY AND FACILITIES OF OPERATOR without limitation to the risks of death, bodily injury, property damages, falls, kicks, collision with vehicles (animals or stationary objects), fire or explosion, the unavailability of medical care, or the negligence or deliberate acts of other persons.
3. The **Participant** agrees to hold **Operator** and all of its successors, assigns, subsidiaries, franchises, affiliates, officers, directors, employees, and agents completely harmless and not liable, therefore releasing them from all liability whatsoever, and AGREES NOT TO SUE them on account of, or in connection with any claims, causes of action, injuries, damages, costs or expenses arising out of **Participants** use of or presence upon the property and facilities of the **Operator**, including without limitation, those based on death, bodily injury, property damage, including consequential damage.
4. **Operator** shall not be liable for any loss of property by fire, theft, burglary, or otherwise from said premises, buildings, or acreage. **Operator** shall not be liable for any injury or damage whatsoever may arise or accrue either from its furnishings or failure to furnish heat or air conditioning regardless of the cause or on account of any defect in the building or premises. **Operator** does not warrant or guarantee the uniformity or safety of any service depending upon electrical or other power. The failure of service of mechanical equipment in use in the buildings provided by the **Operator** shall not be grounds for the cancellation of facility use or for non-payment or abatement of charges for services provided, nor construed as curtailment of essential service.
5. **Participant** agrees to waive protection afforded by any statute or law in any jurisdiction whose purpose, substance, and/or effect, is to provide that a general release shall not extend to claims, material, or otherwise, which the person giving the release does not know or suspect to exist at the time of release.
6. **Participant** agrees to indemnify and defend the **Operator** against, and hold harmless from, any and all claims, causes of action, damages, judgment, costs or expenses, including attorney's fees, which in any way arises from the **Participant's** use or presence upon the property and/or facilities of the **Operator**.
7. **Participant** agrees to abide by all of the Operator's rules, regulations and guidelines whether verbal or written.
8. If the **Participant** is using his own horse, the horse shall be free from infection and contagious or transmittable diseases.
9. **Participant** agrees that any damage done by his horse, guests, or himself, shall be the responsibility of the **Participant**.
10. Only persons with a signed release of liability form are allowed to be on the property or in the facilities, drive or handle any horse or other animal living on or at Conkle property.
11. The **Participant** further agrees that signing this Liability Release Agreement, pictures, articles, and descriptions written or taken which may include the **Participant** indirectly may be used in any publication, news release, or electronic media, without reference or identification by name. Volunteers may be present at the time of an equine session. They are trained

volunteers that do not approach the **Participant** or interfere in the session

12. This agreement is non-transferrable and is made and entered into in the State of Tennessee and shall be enforced and interpreted under the laws of this state. Should any clause be in conflict with the state law, then the clause is null and void, but the rest of the agreement shall remain in full force and effect. This release of liability shall become binding upon the signing of the document by both parties.

Under Tennessee Law, an equine professional, activity sponsor or any other persons, who shall include a corporation or partnership, shall not be liable for an injury to or the death of a **Participant** resulting from the inherent risks of equine activities. No **Participant** or **Participant's** representative shall make any claim against, maintain an action against, or recover from an equine activity sponsor, an equine professional, or any other person for injury, loss, damage, or death of the **Participant** resulting from any of the inherent risks of equine activity unless the equine professional, activity sponsor, or other person 1) provided the equipment or tack, and knew or should have known that the equipment or tack was faulty, and such equipment or tack was faulty to the extent that it did cause the injury, or 2) provide the equine or other animal and failed to make reasonable and prudent efforts to determine the ability of the **Participant** to engage safely in the equine activity, or 3) owns, leases, rents, or is in lawful expression and control of property or facilities upon which the **Participant** sustained injuries because of a dangerous latent condition which was known to the equine professional, activity sponsor, or other person and for which warning signs have not been conspicuously posted, or 4) commits an act or omission that constitutes willful or wanton disregard for the safety of the **Participant**, and the act or omission caused the injury, or 5) intentionally injures the **Participant**. Tenn. Code Ann. 44-20-104.

Signature of Participant: _____ Date: _____

Address: _____

Phone: _____ Email: _____

I authorize Operator to use my group photo on her website: YES NO

Emergency Contact: _____ Phone: _____

Signature of Operator: _____ Date: _____