

BLUE RIDGE TRAIL RIDERS, INC.

C/O JOANNE GRIMES

9013 COBURN DRIVE

KNOXVILLE, TN

ASSUMPTION OF RISK – WAIVER OF LIABILITY

This document limits your right to recovery of damages in case of death, bodily injury or property damage. READ IT CAREFULLY BEFORE SIGNING.

CAUTION: (1) If you do not understand what the “inherent danger in riding horses means, *do not sign this form*. (2) If you are not willing to release this club or any member individually from liability due to their negligence, either as an entity or individually, *do not sign this form*.

Under Tennessee Law, an equine professional is not liable for any injury to or the death of a participant in equine activities resulting from the inherent dangers in the equine activities, pursuant to Tennessee Code Annotated, title 44, section 20 [Acts 1992, ch 974, paragraph 6].

IN CONSIDERATION OF my being allowed to participate in trail rides and other events conducted under the auspices of the Blue Ridge Trail Riders, Inc., I assume all risks and responsibility for the safety of myself, my animals, and my property as well as the safety of the person, animals, and property of any minor who accompanies me.

I HEREBY release, waive, discharge and covenant not to sue the Blue Ridge Trail Riders, Inc., hereinafter, referred to as “BRTR,” its officers, employees, members, or agents from all liability to myself, my personal representative or estate, assigns, heirs and next of kin, for any and all loss or damage, and any claims and/or demands whatsoever, in law or in equity, on account of my injury or death or damage to or loss of property incurred during any BRTR-sponsored trail ride or horse-related event due to the inherent dangers involved in riding a horse or due to any negligence on the part of BRTR or its officers, employees, members, or agents.

If I am accompanied by a minor, IN FURTHER CONSIDERATION OF my being allowed to bring such minor(s) with me, I hereby agree to indemnify BRTR and hold them harmless from all liability to such minor(s), such minor’s parents, personal representative or estate, heirs, or next of kin on account of such minor’s presence on any trail ride or any horse-related event. I hereby agree that I assume all responsibility for the conduct and safety of any minor or any minor’s property.

I HEREBY REPRESENT AND PUT FORTH that I fully understand that there are inherent risks associated with riding a horse that could lead to loss of property or to an injury or death of my person. *I FURTHER REPRESENT AND PUT FORTH* to BRTR that **as a minimum:**

1. I understand the inherent dangers associated with riding a horse. This particularly includes the dangers involved with the innate nature of a horse when spooked to “fight or flee.” I understand that there are many situations where the horse may become spooked, such as riding upon a backpacker, encountering an All Terrain Vehicle, riding over an exposed culvert, or encountering any other obstacle where the horse perceives the object as a threat to his safety or for any other reason. I further understand that there are many times a horse may unexpectedly place me in danger, such as suddenly kicking, rearing, bucking, stumbling, falling, etc.
2. I understand that trail rides conducted by BRTR are in the mountains and that these rides often encounter difficulties associated with the trail that requires me to have expertise in handling a horse. For example, I recognize that riding may be conducted on trails that contain adverse or dangerous conditions such as the following: (a) tree blowdowns requiring off-trail detours, (b) rocky and/or narrow tracts, (c) steep inclines and/or declines, (d) eroded tracts, or (e) any other unsafe conditions, either natural or man-made.

I REPRESENT AND WARRANT that I am capable of handling a horse and my person in the situations given in items 1 and 2 above, any similar circumstance, and any other circumstance, unmentioned and referenced to, involving any ride or activity associated with BRTR. I further understand that items 1 and 2 are merely examples and in no way represent the numerous situations in which a dangerous situation could arise.

I FURTHER REPRESENT AND WARRANT that I understand and am willing to accept any consequent damages, injuries, or losses due to or because of negligence of BRTR or its agents, officers, or members. For example, a member may fail to instruct other riders that his/her horse has a tendency to kick if crowded by another horse or may fail to place the traditional red warning ribbon in the horse's tail, and I or my horse could be kicked due to this member's failure to warn. I realize that negligence may occur, simple or gross, and hereby release BRTR and its members, agents, or officers from any liability due to their negligence causing loss of property or injury or death to my person.

I FURTHER REPRESENT AND WARRANT that I am of lawful age and legally competent to sign this RELEASE, that I understand the terms of this RELEASE are contractual, that I am signing this RELEASE after careful consideration, that this RELEASE shall be binding on my personal representative or estate, assigns, heirs, and next of kin, and that I have signed this RELEASE as my own free act. I hereby agree that if any part of this RELEASE is found not to be legally binding on me, all other parts of this RELEASE shall be binding on me and continue in full force and effect. ***I further warrant and release*** that I shall comply with all policies and obey all rules and regulations of BRTR. I understand and hereby agree that this release will remain in effect indefinitely and that any subsequent renewals, after the date of signing of this RELEASE, of my membership in the Blue Ridge Trail Riders, Inc., does not require a reaffirmation of this RELEASE.

I hereby also agree that if I am asked by BRTR to discontinue my participation on any trail ride or in any activity conducted by BRTR, I will do so immediately and I will not hold BRTR or its agents, members, or officers liable for any expenses incurred by me in doing so.

CAUTION – THIS IS A RELEASE!!!

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK BY CAREFULLY READING IT BEFORE SIGNING.

Signature of Applicant

[Parent or Guardian if under eighteen (18)]

Date of Signing