

WAIVER OF LIABILITY

East Fork Stables, Inc. (A Tennessee Corporation) 3598 South York Hwy., Jamestown, Tennessee 38556

This agreement by and between East Fork Stables, Inc. and the undersigned rider/camper (hereinafter referred to as "rider"), (or the undersigned rider's legal representative, if such rider is a minor or does not otherwise have the legal capacity to contract), is entered into for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and is subject to the following terms and conditions:

1. TENNESSEE STATUTORY WAIVER AND WARNING. I being the rider (or person having legal responsibility for the rider if such a person is a minor or does not otherwise have the capacity to contract), acknowledge that I have read the warning notice and signs on the premises, and I understand that under Tennessee laws an equine professional is not liable for an injury or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to TCA 44-20-101 and successive sections. "Equine" means horse and horse family.

2. ASSUMPTIONS OF RISK. EXCLUSION. WAIVER. RELEASE OF ALL LIABILITY AND INDEMNITY. I being the rider/camper (or the legal representative if the rider is a minor or does not otherwise have the capacity to contract), acknowledge that I fully understand that horses and horse tack and equipment are unpredictable, and that association with them necessarily involves varying degrees of risk which I fully assume, including any risks of unpredictable behavior, unsafe terrain (including, but not limited to dangers from high cliffs, sink holes, wild animals, snakes, and so on. I hereby declare that I am assuming all risks of injury or loss of any kind in connection with activities on the premises of or arising from East Fork Stables, Inc., including such personal injury or losses or damages to automobile, campers or trailers, on or near the premises. I shall be solely responsible for any loss of any kind, including theft or property damage or loss, or medical treatment for injury from falls, horses equipment, personnel and/or facilities of East Fork Stables, Inc., from any cause whatsoever, including negligence of any person whatsoever, I hereby release and waive any and all claims against East Fork Stables, Inc., its lessees and lessors, its proprietors, and its agents thereof. Further, I hereby agree to indemnify and hold harmless East Fork Stables, Inc., its lessees and lessors, its proprietors, and its agents, from any and all liability or responsibility that may result from any loss or injury to any person or any property damage whatsoever, including reasonable attorney's fees arising from my presence or that of my agents or my horses or personal property on or near the proprietor's premises.

3. PROPERTY/EQUIPMENT/HORSES. I warrant that all my equipment is in good working order, and that any horses I have brought are healthy, currently are properly immunized and have received a negative coggins test for which I have provided a copy there of to East Fork Stables.

4. I PROMISE to leave the premises in as good condition as I found them, particularly any camping site I may use, and shall not litter or cause any destruction.

5. EAST FORK STABLES, Inc. is not in the business of renting horses or equipment. In the event I am renting any equipment or horses at East Fork Stables, Inc., I understand that I am not renting from East Fork Stables, Inc. but rather from the individual or corporation who owns the equipment or horses. East Fork Stables is only providing the use of its premises. If I should have any injuries or suffer any property loss as a result of rented horses or equipment, I shall not bring any claim against East Fork Stables, Inc., its proprietors or agents.

6. NOTICE, SOUTHERN PINE BEETLE INFESTATION: The Yellow and Virginia Pine trees of East Fork Stables have been infested by the southern pine beetle causing the trees to perish and weaken. Due to their weakened condition, they may easily fall or have fallen onto the trails or near the trails of East Fork Stables, Inc. Be aware of such trees and frequently look up and around while riding.

7. PROTECTIVE EQUESTRIAN HEADGEAR: I, for myself and /or on behalf of my child or legal ward, have by this agreement, been fully warned and advised by East Fork Stables Inc., that we should wear a properly fitted and secured ASTM/SEI (Equestrian standard) certified helmet while participating in horse riding activities in order to protect against and reduce the severity of potential head trauma that could result in serious injury, including death, as the result of a fall, collision, kick from a horse, or other occurrence associated with horse activities. Against the advice of East Fork Stables, common sense and East Fork Stables' insurance company, I (and any Minor for whom I am signing) am refusing to wear a helmet and assuming all risk of injury. I further agree to indemnify and hold harmless East Fork Stables from any and all claims that are brought by, or on behalf of myself, and any listed Minor, as the result of head trauma resulting from participation in any horse activities. I have had enough opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

SIGNATURE OF RIDER: _____ If the rider is a minor, signature of parent or guardian

PRINT NAME: _____ **TODAY'S DATE:** _____

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of East Fork Stables, Inc. their agents, owners, officers, volunteers, participants, employees, all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "EFS"), I hereby agree to release, indemnify, and discharge EFS, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that horseback riding entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things: contact with wild animals, hiking and exposure to the elements. A horse, regardless of its training and usual past behavior, may act unpredictably at times based upon instinct or fright which may cause you to be thrown from your horse or injured by the horse. Horses may do such things as bite, kick, buck, lie down, or stumble. Saddles may slip, and other tack or saddle problems may develop as a result of normal use and wear. Your horse may collide with obstacles or encounter variations in terrain such as creeks, water, bridges, traveled roads, wild animals, birds, stumps, forest growth, debris, rocks, and cliffs and other obstacles whether obvious or not and whether man made or natural. Each of those obstacles or variations in terrain could cause you to lose control of your horse and you could fall. Riding a horse requires the participant to balance on the saddle. Participants may lose their balance that can result in falling from the horse. Furthermore, EFS employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate despite the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless EFS from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of EFS's equipment or facilities, including any such claims which allege negligent acts or omissions of EFS.

4. Should EFS or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

6. In the event that the lessee files a cause of action against EFS, the lessee agrees to do so solely in the State of Tennessee, and further agrees that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. The lessee agrees that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against EFS based on any claim from which I have released them herein. I have had enough opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

SIGNATURE OF RIDER: _____ If the rider is a minor, signature of parent or guardian

PRINT NAME: _____ **TODAY'S DATE:** _____

(Must be completed for participants under the age of 18)

In consideration of _____ ("Minor") being permitted by EFS to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless EFS from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use of participation by Minor.

SIGNATURE OF PARENT OR GUARDIAN: _____ **TODAY'S DATE:** _____

PRINT NAME: _____