

AMERICAN TRAKEHNER ASSOCIATION, INC.
RELEASE AND WAIVER OF LIABILITY AND AGREEMENT TO HOLD HARMLESS
TENNESSEE

NOTICE: Signing this document affirms that you have read it and understand it in its entirety.

I, the undersigned, having read and understood this document, agree and consent to all of its provisions.

I understand that equine activities are inherently dangerous; that horses are unpredictable by nature, that there are inherent risks of equine activities, meaning those dangers or conditions which are an integral part of equine activities, including, but not limited to: the propensity of an equine to behave in ways that may result in injury, harm, or death to persons on or around them; the unpredictability of an equine's reaction to such things as sounds, sudden movements, and unfamiliar objects, persons, or other animals; certain hazards such as surface and subsurface conditions; collisions with other equines or objects; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within the participant's ability.

It is my intention and desire to participate in equestrian-related activities of the American Trakehner Association, Inc. held at _____, Tennessee on _____, 20____. My participation may include, by way of example but not limited to: having my horse included in the activity; riding or handling horses; acting as a member of a ground crew; being present at equestrian activities as an observer; preparing for or traveling to the event; and any other act related in any manner to equestrian activities at this event, including acts that precede or follow the event.

In consideration of being permitted to participate at the equine event,

I acknowledge that I am fully aware of the nature and risks, and potential danger, of the equine activities of the American Trakehner Association, and I voluntarily assume all of the inherent risks involved.

I release the American Trakehner Association, Inc., its staff, agents, officials, representatives, and volunteers ("ATA") of liability, and agree not to sue or prosecute any claim against the ATA, for property damage, injury, death, or loss of any kind caused by or arising out of my participation, whether resulting from the inherent risks of an equine activity or any other cause, including negligence of the ATA, its staff, agents, officials, representatives, volunteers, event participants, and spectators (but not for their willful or wanton misconduct). I intend this to be a release and waiver of rights beyond that provided under Tennessee Statutes § 44-20-101 - 105.

I agree to release, hold harmless, and indemnify the ATA from any liability or claim brought by any other person, caused by or arising in any way out of my participation in this event.

I agree to comply with the directions of the ATA regarding my participation during the event.

I intend this release, waiver, and agreement to bind me, my heirs, assigns, representatives, and any other person who could claim through me or on my behalf.

I understand this is a legal document. I have read it, understand it, and agree to all its terms.

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 risks of equine activities, pursuant to Tennessee Code Annotated, title 44, chapter 20.

Date: _____ 20____ Releasor: _____

Parent or Guardian if Releasor is under 18: _____

Address: _____

Phone: _____