PARTICIPANT RELEASE, WAIVER OF LIABILITY, AND ASSUMPTION OF RISK AGREEMENT

For Mentoring with Horses LLC (MWH) programs and experiences

1. IDENTIFICATION

Participant Name: _____ **Date of Birth:** _____

Address: _____

Phone: _____ **Email:** _____

Emergency Contact Name: _____

Emergency Contact Phone: _____ **Relationship:** _____

2. DESCRIPTION OF ACTIVITIES

I, the undersigned Participant (or Parent/Legal Guardian signing on behalf of a minor Participant), desire to participate in equine-related sessions conducted by Mentoring with Horses LLC ("MWH"), located at 350 Birds Bridge Rd, Greeneville, Tennessee 37743. These sessions encompass equine assisted activities (EAA), equine assisted learning (EAL), and equine facilitated learning (EFL).

3. ACKNOWLEDGMENT OF INHERENT RISKS

I understand and acknowledge that equine activities involve inherent risks that cannot be eliminated regardless of the care taken by MWH or their personnel. Inherent risks of equine activities include, but are not limited to:

(a) the propensity of an equine to behave in ways that may result in injury, harm, or death to persons on or around the equine, including but not limited to bucking, biting, kicking, shying, stumbling, rearing, falling, or stepping on a person;

(b) the unpredictable reaction of an equine to sounds, sudden movements, unfamiliar objects, persons, or other animals;

(c) certain hazards such as surface and subsurface ground conditions;

(d) collisions with other equines, objects, or other people;

(e) the limited ability to predict or control an equine's response to stimuli;

(f) the potential for equipment to break or become dislodged; and

(g) 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 an animal or not acting within the participant's ability.

4. VOLUNTARY ASSUMPTION OF RISK

I voluntarily and knowingly assume all inherent risks of equine activities, whether or not described above, and accept full responsibility for any injury, loss, damage, or death that may result from my participation, regardless of cause. I acknowledge that I am physically and mentally capable of participating in the activities described above and that I have no medical conditions that would prevent or limit my safe participation, or, if I do, I have disclosed them in writing to MWH prior to participation.

5. RELEASE AND WAIVER OF LIABILITY

In consideration of being permitted to participate in equine activities conducted by MWH, I, on behalf of myself, my heirs, executors, administrators, assigns, and any other person who may claim through me or on my behalf, hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE Mentoring with Horses LLC and its respective officers, directors, employees, agents, contractors, volunteers, representatives, successors, and assigns (collectively, the "Released Parties") from any and all liability, claims, demands, actions, causes of action, suits, damages, losses, costs, and expenses (including attorneys' fees) of every kind and nature whatsoever, whether known or unknown, arising out of or relating to my participation in equine activities conducted by MWH, including but not limited to claims arising from the inherent risks of equine activities, the negligence of any Released Party (but not their willful or wanton misconduct), the condition of the premises, equipment, or animals, or any other cause whatsoever.

6. INDEMNIFICATION AND HOLD HARMLESS

I agree to INDEMNIFY, DEFEND, AND HOLD HARMLESS the Released Parties from and against any and all liability, claims, demands, actions, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) my participation in equine activities conducted by MWH; (b) any act or omission by me during such participation; or (c) any claim brought by or on behalf of any person arising from my participation. This indemnification obligation shall survive the termination of this Agreement.

7. TENNESSEE EQUINE ACTIVITY LIABILITY ACT – STATUTORY WARNING

WARNING: UNDER TENNESSEE LAW, AN EQUINE ACTIVITY SPONSOR, EQUINE PROFESSIONAL, OR ANY OTHER PERSON 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.

Reference: T.C.A. § 44-20-101 et seq.

8. COMPLIANCE WITH RULES AND SAFETY INSTRUCTIONS

I agree to follow all safety rules, regulations, and instructions provided by MWH or their personnel at all times during my participation in equine activities. I understand that MWH reserves the right to refuse or discontinue my participation at any time if, in their sole judgment, my conduct or condition poses a risk to my safety or the safety of others.

9. MEDICAL AUTHORIZATION

In the event of an injury or medical emergency during my participation, I authorize MWH personnel to secure emergency medical treatment on my behalf. I understand that any medical expenses incurred will be my sole responsibility.

10. PHOTO/MEDIA RELEASE (OPTIONS)

I grant MWH permission to photograph, film, or record me during equine activities and to use such images or recordings for promotional, educational, or informational purposes without compensation to me.

- ☐ I CONSENT to the photo/media release above.
- ☐ I DO NOT CONSENT to the photo/media release above.

11. GOVERNING LAWS; BINDING ARBITRATION

This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. Any dispute arising out of or relating to this Agreement or my participation in equine activities conducted by MWH shall be resolved by binding arbitration in Greene County, Tennessee, in accordance with the rules of the American Arbitration Association. I waive any right to a jury trial.

12. SEVERABILITY

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

13. ENTIRE AGREEMENT; BINDING AFFECT

This Agreement constitutes the entire agreement between me and the Released Parties regarding the subject matter hereof. I have read this Agreement, understand its terms, and sign it voluntarily. This Agreement shall be binding upon me, my heirs, executors, administrators, assigns, and personal representatives.

14. SIGNATURES

ADULT PARTICIPANT SIGNATURE

Participant Signature: _____ **Date:** _____

Participant Printed Name: _____

MINOR PARTICIPANT — PARENT/LEGAL GUARDIAN CONSENT

I am the parent or legal guardian of the minor Participant named above. I have read and understand this Agreement in its entirety. I consent to my child's participation in equine activities conducted by MWH and agree to all terms of this Agreement on behalf of my child. I agree to indemnify and hold harmless the Released Parties from any claim brought by or on behalf of my child arising from participation in equine activities.

Parent/Legal Guardian Signature: _____ **Date:** _____

Parent/Legal Guardian Printed Name: _____

Relationship to Minor Participant: _____

MWH USE ONLY

Date Received	
MWH Representative	
Remarks	