

MENTORING WITH HORSES LLC
RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

NOTICE: 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.

This Release and Waiver of Liability and Indemnity agreement is made and entered into in the state of Tennessee on this day of by and between Mentoring with Horses LLC (hereinafter referred to as "MWH") and myself (herein referred to as the "Participant") or parent or legal guardian (if the Participant is a minor), his/her assigns, and legal representatives (collectively referred to as the "Participant").

In return for the use today and on all future dates of the property, facilities, services, and horses of MWH and its partners (including Free Will Baptist Family Ministries, Inc.), Participant hereby expressly agrees and consents to all of the following provisions:

- 1) The Participant desires and intends to participate as a guest, horse handler, barn volunteer and/or directly in mentored, equine-assisted and equine-facilitated learning (EAL/EFL) sessions of MWH. Participation may include, by way of example but not limited to, the following: observing, grooming, leading, feeding, painting, washing, handling, various barn and herd management chores, and experiential or therapeutic riding of horses; acting as a member of a ground crew; being present at MWH events; involvement preceding or following equine-assisted activity sessions and events.
- 2) The Participant expressly acknowledges, understands, and agrees that the behavior and temperament of a horse can be unpredictable, that equine activities involve some inherent risk, and that he/she is fully aware of the nature and potential risks and danger of the equine-related activities of MWH, including the possibility of incurring serious injury and/or death and/or property damage, and he/she voluntarily assumes all the inherent risks involved. This is inclusive of any mounted (horseback riding) activity the Participant may voluntarily choose to engage in, at Participant's own risk, apart from MWH's aforementioned EAL/EFL activities and programs.
- 3) The Participant attests that he/she does not have any physical condition or limitation that would prevent him/her from participating in the activities engaged in at MWH.
- 4) The Participant acknowledges that it is his/her responsibility to carry full and complete insurance coverage on his/her personal property and himself/herself.
- 5) The Participant agrees to assume full responsibility for any and all risks involved in or arising from Participant's use of or presence upon the MWH property and facilities, including but not limited to, the risks of death, bodily injury, personal injury, property damage, falls, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the availability of emergency medical care or the negligence of MWH or any volunteers, mentors, agents, servants or employees thereof or another person.
- 6) The Participant agrees to hold MWH and all of its successors, assigns, subsidiaries, franchises, affiliates, officers, directors, employees, representatives, volunteers, event participants, agents, and spectators completely harmless and not liable, and to hereby release, indemnify, waive, defend and discharge them from all liability whatsoever, and agrees not to sue or prosecute any claims against

MWH on account of or in connection with any claims, causes of actions, losses of any kind, injuries, deaths, damages, costs or expenses arising out of Participant's use of or presence upon MWH property and facilities whether or not caused by the negligence of MWH (but not for their willful or wanton conduct), including claims for consequential damages.

- 7) The Participant agrees this is intended to be a release and waiver of rights beyond those provided under the Tennessee Statutes 44-20-101-105.
- 8) The Participant agrees to release, hold harmless, indemnify, and defend MWH from any liability or claim brought by any other person, caused by or arising in any way out of his/her participation in MWH's equine-assisted activity (EAA) sessions and events, or through Participant's decision to horseback ride on the property, at Participant's own risk, which is also expressly outside the scope of MWH's EAA/EAL activities and programs.
- 9) The Participant agrees to comply with the directions, rules, and regulations of MWH regarding his/her participation during MWH's equine-assisted activities and sessions.
- 10) The Participant hereby grants permission for images captured during any public and/or private MWH sessions or events through audio, video, photo, and digital camera recording, to be used solely for the purposes of MWH promotional material, social media, and publications, and he/she waives any rights of compensation or ownership thereto.
- 11) The Participant intends this release, waiver, and agreement to bind himself/herself, his/her heirs, assigns, representatives, and any other person who could claim through him/her or on his/her behalf.
- 12) The Participant understands this is a legal document, has read it, adequately understands it, and agrees to all its terms.
- 13) SAFETY AGREEMENT: I agree to take responsibility for myself, and by doing so I will contribute to the safety of the others I am participating with, both human and equine.

This Release and Waiver of Liability and Indemnity agreement 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 state law, then that clause shall not affect the validity of any other clause. When MWH and Participant and Participant's parent or legal guardian, if Participant is a minor, sign this document, it will then be binding on both parties subject to the above terms and conditions.

Participant Name: _____ Emergency Contact Phone #: _____

Participant or Parent/Guardian Signature: _____ Date: _____

Parent/Guardian Name (if Participant is a Minor): _____

Mentoring with Horses LLC Program Director: _____ Date: _____

Victor Mathis
Executive/Program Director