

RELEASE AND WAIVER AND ASSUMPTION OF RISK
AND INDEMNITY AGREEMENT

KIGER SHOW HORSES, LLC
Agatha Sues Kiger agathakiger@gmail.com (574) 457-6345
4408 NORTH CHAPEL ROAD
FRANKLIN, WILLIAMSON COUNTY, TENNESSEE 37067

READ CAREFULLY AND COMPLETE ALL SECTIONS BEFORE SIGNING
ALL STUDENTS AND PARENTS MUST SIGN BELOW AFTER READING THIS ENTIRE DOCUMENT

For and in consideration of being permitted to enter and come on to the property owned by The Agatha S. Dumford Irrevocable Trust U/A Dtd. 12/07/08, Raeni L. Rinker-Dumford, Trustee and leased by Kiger Show Horses, LLC, owned by Agatha Sues Kiger, located at 4408 North Chapel Road, Franklin, Williamson County, Tennessee 37067, to ride, visit any part of the property, the equine facility, or otherwise participate in equine instruction, supervision or training or any other activities located on the property, or to participate in equine or other activities located at any other property or facility while under the instructions, supervision or training by Agatha Sues Kiger or any other instructor or trainer employed by or contracted with Kiger Show Horses, LLC (hereinafter "the property"), the undersigned being of sound mind and over the age of eighteen (18):

1. KNOWINGLY AGREES (Registration of Student and Agreement Purpose) that I, the following listed individual, and the parents or legal guardians thereof if a minor, do hereby voluntarily agree to participate in equine related instruction as a student of THIS STABLE, and that I will either utilize my own horse or school horses provided by THIS STABLE for instruction purposes, and that there are NO REFUNDS for any services provided and/or any payments made for same.

Student Name: _____

Age: _____

Date of Birth: _____

Weight Over 240 lbs.?

_____ Yes

_____ No

Horse Handling/Riding Experience (Check one that applies):

_____ Beginner (under 10 hours)

_____ Over 10 hours

2. KNOWINGLY AGREES (Agreement Scope and Territory and Definitions) that this agreement shall be legally binding upon me the registered student, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of the state and county of THIS STABLE'S physical location. This agreement is intended to be valid and binding at all times

Signature by Releasors: _____

Date: _____

now and in the future when THIS STABLE permits me (directly or indirectly) to enter THIS STABLE'S property, be on THIS STABLE'S property, be near any horse, receive riding and / or driving and / or training instruction or guidance from its associates and / or when I ride and / or drive and / or train and / or am near horses on or off of THIS STABLE'S property. Any disputes by the rider shall be litigated in, and venue shall be the county in which THIS STABLE is physically located. This agreement is intended to be as broad and inclusive as the law permits. If any clause, phrase, or word is in conflict with state law, then that single part is null and void. The terms "HORSE" and "EQUINE" herein shall refer to all equine species. The terms "I", "WE", "ME", "MY" shall herein refer to the above registered student and the parents or legal guardians thereof if a minor.

3. ACKNOWLEDGES (Inherent Risks / Assumption of Risks) that Risks, conditions, and dangers are inherent in (meaning an integral part of) horse / equine / animal activities, regardless of all feasible safety measures which can be taken, and I agree to assume them. The inherent risks include, but are not limited to any of the following: The propensity of an animal to behave in ways that may result in injury, harm, death, or loss to persons on or around the animal; The unpredictability of an equine's reaction to sounds, sudden movement, unfamiliar objects, persons, or other animals; Hazards, including, but not limited to, surface or subsurface conditions; A collision, encounter and / or confrontation with another equine, another animal, a person, or an object; The potential of an equine activity participant to act in a negligent manner that may contribute to injury, harm, death, or loss to the participant or to other persons, including but not limited to, failing to maintain control over an equine and / or failing to act within the ability of the participant. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. If a rider falls from horse to ground it will generally be at a distance of from 3 1/2 to 5 1/2 feet, and the impact may result in harm to the rider. Horseback riding, driving and training are activities in which one much smaller, weaker predator animal (the human) tries to impose its will on, and become one unit of movement with, another much larger, stronger prey animal that has a mind of its own (the horse) and each has a limited understanding of the other. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: Stopping short; Spinning around; Changing directions and / or speed at will; Shifting its weight; Bucking; Rearing; Kicking; Biting; and/or Running from danger. **I also acknowledge that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on THIS STABLE to list all possible risks for me.**
4. ACKNOWLEDGES (Conditions of Nature Warning, Unfamiliar and Sudden Sights, Sounds and Movements Warning, and Inspection of Premises) that this STABLE is NOT responsible for total or partial acts, occurrences, or elements of nature and / or sudden and / or unfamiliar sights, sounds and / or sudden movements that can scare a horse, cause it to fall, or react in some other unsafe way. SOME EXAMPLES ARE: Thunder, lightning, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, or fly near, or bite or sting a horse or person; and irregular footing on out-of-door groomed or wild land which is subject to

constant change in condition according to weather, temperature, and natural and man-made changes in landscape. **I also understand that these are just some of the risks and I agree to assume others not mentioned above. I am not relying on THIS STABLE to list all possible conditions for me.** The student and parent or legal guardian have inspected THIS STABLE'S facilities and are satisfied that all premise conditions are reasonably safe for this student's intended purpose, usage and presence upon THIS STABLE'S premises.

5. ACKNOWLEDGES (Saddle Girths / Natural Loosening Warning) that Saddle girths (fastener straps around horse's belly) may loosen during riding. Students must alert the instructor or attendant of any girth looseness so action can be taken to avoid slippage of saddle and the potential for the rider to fall from the horse.
6. KNOWINGLY AGREES (Protective Headgear / Helmet Warning) that I for myself and on behalf of my child and / or legal ward have been fully warned and advised by THIS STABLE that protective headgear / helmet, which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet, should be worn while riding and / or driving and / or training and / or being near horses, and I understand that the wearing of such headgear / helmet at these times may reduce severity of some of the wearer's head injuries and possibly prevent the wearer's death from happening as the result of a fall and other occurrences. **I am not relying on THIS STABLE and / or its associates to provide a certified helmet for me or to check any headgear / helmet or headgear / helmet strap that I may wear, or to monitor my compliance with this suggestion at any time now or in the future.**
7. KNOWINGLY AGREES (Liability Release) that in consideration of THIS STABLE allowing my participation in this activity, under the terms set forth herein, I, the STUDENT, for myself and on behalf of my child and / or legal ward, heirs, administrators, personal representatives or assigns, do agree to release, hold harmless, and discharge THIS STABLE, its owners, agents, employees, officers, directors, representatives, assigns, members, owners of premises and trails, affiliated organizations, and Insurers, and others acting on their behalf (hereinafter, collectively referred to as "Associates"), of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to THIS STABLE'S and / or ITS ASSOCIATE'S ordinary negligence or legal liability; and I do further agree that except in the event of THIS STABLE'S gross negligence and / or willful and / or wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against THIS STABLE and ITS ASSOCIATES as stated above in this clause, for any economic and non-economic losses due to bodily injury and / or death and / or property damage, sustained by me and / or my minor child or legal ward in relation to the premises and operations of THIS STABLE, to include while riding, driving, training, handling, or otherwise being near horses owned by me or owned by THIS STABLE, or in the care, custody or control of THIS STABLE, whether on or off the premises of THIS STABLE, but not limited to being on THIS STABLE'S premises.
8. ACKNOWLEDGES the dangers and risks to be encountered as a result of riding, walking, handling, grooming, feeding or otherwise being in the proximity of horses, dogs, cats and other

domesticated and/or non-domesticated (wild) animals (inclusive of reptiles and insects) occupying the property, and I fully understand that horse-back riding, inclusive of walking, trotting, cantering, and galloping is an inherently dangerous activity which can result in serious injury or death;

9. ACKNOWLEDGES that I have fully advised Agatha Sues Kiger, owner of Kiger Show Horses, LLC and Lessee of the property or her/their agents or anyone else engaged in sponsoring any equine activity on the property, of my capability or my child or ward's capability to safely engage in the equine activity (inclusive of, but not limited to, horseback riding, walking, trotting, cantering, and galloping and based on my representations of my capability or my child or my ward's capability to safely participate in the equine activity and to control and safely manage the horse to be used, permission has been granted to me and/or my child or ward to engage in the equine activities;
10. ACKNOWLEDGES that I fully appreciate and understand the risk of serious bodily injury, death and/or property damage to which I will be exposed by entering the property, and that I understand the risk that any horse, or dogs or other animal brought onto the property can be injured, hurt or killed;
11. ACKNOWLEDGES that Tennessee Code Annotated, Title 44, Chapter 20, limits the civil liability of the owner of the property, The Agatha S. Dumford Irrevocable Trust U/A Dtd. 12/07/08, Raeni L. Rinker-Dumford, Trustee, Kiger Show Horses, LLC, Lessee of the property, and the owner of Kiger Show Horses, LLC, Agatha Sues Kiger, and all other equine professionals so engaged and any lessors and lessees of the property and all staff and employees of the owners and others involved in sponsoring equine activities and that I have seen and am aware of the warning required by the Tennessee Equine Limited Liability Act, referenced above, as follows:

WARNING: UNDER TENNESSEE LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR ANY INJURY TO OR THE DEATH OF ANY PARTICIPANT IN THE ACTIVITIES RESULTING FROM THE INHERENT RISK OF EQUINE ACTIVITIES, PURSUANT TO TENNESSEE CODE ANNOTATED, TITLE 44, CHAPTER 20, (ACTS 1992, CH. 974,.6), AND THAT THIS RELEASE IS IN FURTHERANCE AND NOT IN LIMITATION OF THE PROTECTIONS AFFORDED BY THE EQUINE LIMITED LIABILITY ACT.

12. ACKNOWLEDGES that I will inspect the property prior to engaging in any equine or other activities and that I will continue to be vigilant upon entering the property and will continuously inspect the property having entered the property and that I will accept the property and premises as reasonably safe and suited for the purpose of my usage and/or my horses usage; and I further agree and warrant that if at any time I observe any condition on the premises which I believe is not reasonably safe, then I will immediately give written notice to the owner of Kiger Show Horses, LLC, Agatha Sues Kiger, or their agents and will immediately remove myself and my horse from the area of unreasonable danger;

13. KNOWINGLY RELEASES AND WAIVES ALL RIGHTS OF ACTION, AND FOREVER DISCHARGES AND COVENANTS NOT TO SUE Agatha Sues Kiger, owner of Kiger Show Horses, LLC, Kiger Show Horses, LLC, and the owner of the property located at 4408 North Chapel Road, Franklin, Williamson County, Tennessee 37076, The Agatha S. Dumford Irrevocable Trust U/A Dtd. 12/07/08, Raeni L. Rinker-Dumford, Trustee, or their agents, Lessors and Lessees of the property, occupiers of the property, employees, staff and guests invited by owners to participate in any equine or other activity (releasees);
14. KNOWINGLY AGREES that In the event I receive permission from the Releasees to bring a guest onto the property, or any facility where Releasees, including Agatha Sues Kiger, are providing riding instruction, supervision and/or training, that guest must execute a Release and Waiver and Indemnity Agreement in advance of that guests arrival on the farm, said Release and Waiver and Indemnity Agreement to be obtained from Agatha Sues Kiger sufficiently in advance to permit the guest to thoroughly review the Release and Waiver and Indemnity Agreement and confer with the guests attorney should the guest wish to do so. The guest's signature on said Release and Waiver and Indemnity Agreement signifies that the guest has had the opportunity to thoroughly review the Release and Waiver and Indemnity Agreement and consult with the guest's legal counsel or has voluntarily opted to waive review by legal counsel;
15. KNOWINGLY AGREES to indemnify, defend, and hold harmless the releasees referred to in Paragraph 6 and elsewhere in this document and each of them from any loss, liability, damage, or costs (including attorney's fees, litigation costs, and court costs) that they may incur due to, or arising from, the presence of, or injury to, the undersigned or the undersigned's child or ward identified below (if applicable) or his/her horse or property or the undersigned's child or ward's property (if applicable) while in or upon the property, whether any such loss, liability, damage or cost may be caused by the negligence of the releasees, or any of them or of any third parties, or otherwise;
16. KNOWINGLY ASSUMES full responsibility for all risks of bodily injury, death, or horse injury or death and/or property damage due to any negligent act or failure to act, or any other negligence, of the releasees;
17. ACKNOWLEDGES AND AGREES that by signing this Release and Waiver and Assumption of Risk and Indemnity Agreement I have had the full opportunity to carefully review this document prior to signing same and that I have had the opportunity to confer with an attorney or that alternatively, I have voluntarily opted to waive review of this document by legal counsel;
18. ACKNOWLEDGES that the releasees do not represent that they provide any type of medical care, paramedical service, first-aid facilities, or ambulance service (air or ground) and that mobile phones may be limited or have no coverage on the "property", or location where Lessors provide riding instruction, supervision and/or training;

19. ACKNOWLEDGES AND AGREES that any disputes will be governed and construed by the laws of the State of Tennessee and any causes of action shall be brought in the Civil Courts of Williamson County, Tennessee against Releasees as set out in paragraph 6 and elsewhere in this document. Any such causes of action shall be brought within one year of the occurrence forming the basis for the cause of action notwithstanding any statute of limitations setting out a longer period;
20. ACKNOWLEDGES that this RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK AND INDEMNITY AGREEMENT is complete and entire, and is signed without limitation or reservation. It shall be binding upon the undersigned and any and all assigns, heirs, next of kin, personal representatives, executors, and administrators of the undersigned;
21. ACKNOWLEDGES that if any portion of this RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK AND INDEMNITY AGREEMENT is deemed to be legally void or invalid for any reason, that such will not affect the validity and enforceability of the remainder of this document;
22. EXPRESSLY ACKNOWLEDGES, AGREES, REPRESENTS AND WARRANTS that I have carefully read this RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK AND INDEMNITY AGREEMENT AND, with the intention that it be legally binding, voluntarily signed it without duress or coercion, with full understanding and comprehension of its content and effect, and further agrees that no oral representations, statements or inducements apart from the foregoing written RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK AND INDEMNITY AGREEMENT have been made.

I/We, the undersigned further represent that I/WE have read and do understand the foregoing Agreement, Liability Release and Waived Assumption of Risk agreement and Indemnity Agreement. I/WE understand that by signing this document I am giving up rights to sue today and in the future. I/We attest that all facts are true and accurate. I am signing this while of sound mind and not suffering from shock or under the influence of alcohol, drugs or intoxicants.

Accepted and Agreed:

Adult (18 and over) SPOUSES MUST SIGN FOR THEMSELVES:

Signature: _____

Date: _____

Printed Name: _____

Date: _____

Printed Address: _____

Minor (under 18):

Signature by Releasors: _____

Date: _____

Minor Child's Printed Name (if applicable): _____

Minor Child's Printed Address: _____

Parent or Guardian's Printed Name: _____

Parent or Guardian's Signature: _____ Date: _____

WITNESS:

Witness Signature: _____ Date: _____

Witness Printed Name: _____

EMERGENCY CONTACT(S):

Name: _____

Phone Number: _____ Relationship: _____

Name: _____

Phone Number: _____ Relationship: _____

Signature by Releasors: _____

Date: _____