

Walnut Trace Farm LLC XC/ Show Release Form

2023

One Form per Rider

MUST be 18 years of age to complete this form!!



Date Completed _____

Rider Name _____

Trainers Name _____

Parents Name (If under 18) _____

Address _____

City/State/Zip _____

Cell Phone _____

Other phone _____

Email _____

Emergency Contact:

Name _____

Relationship _____

Emergency phone number _____

Horse Information:

Horse Name _____

Coggins Date on File _____

Horse Name _____

Coggins Date on File _____

Horse Name _____

Coggins Date on File _____

Walnut Trace Farm LLC



Initial _____

WARNING:

UNDER TENNESSEE LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES FROM THE INHERENT RISKS OF EQUINE ACTIVITIES, PURSUANT TO TENNESSEE CODE ANNOTATED, TITLE 44, CHAPTER 20

In consideration of being granted permission to enter and utilize the property owned by David Johnson and Grace Johnson located at 8388 Collins Road, Nashville, Tennessee 37221 and known as Walnut Trace Farm as well as any other property owned by David Johnson and/or Grace Johnson (collectively, "Walnut Trace"), the undersigned Participant, being of sound mind and at least eighteen years of age, or if Participant is under eighteen years of age as represented by a **parent** or **legal guardian**, and on behalf of all of undersigned's representatives, agents, assigns, heirs and next of kin (collectively, the "Releasor"), hereby agrees to the following:

Releasor expressly recognizes and acknowledges the dangers and risks, including but not limited to the risk of serious bodily injury, death, emotional injury, psychological injury and/or property damage (collectively, the "Risks"), that can be encountered as a result of the activities in which Releasor may engage on Walnut Trace Farm, including but not limited to: (a) riding, training, walking, handling, grooming, feeding, stabling, trailering, being a passenger on a horse-drawn cart and/or otherwise being in the proximity of horses, cows, dogs, cats, and/or other animals; (b) travel to and from Walnut Trace; (c) driving, riding or using tractors, dirt bikes, golf carts, four wheelers, three wheelers, carts, wagons, trailers and/or other activities available at Walnut Trace (collectively, the "Activities"). Releasor knowingly assumes full responsibility for all Risks related to the Activities. **If Participant is under eighteen years of age, Participant's undersigned parent or legal guardian acknowledges, agrees, and expressly grants permission for Participant to engage in any or all of the Activities outside the presence of the parent or legal guardian without any effect on the release or any other terms set forth in this General Release and Waiver of Liability.**

Releasor understands that Walnut Trace Farm chooses their horses for their calm dispositions and sound basic training and they follow a rigid risk reduction program. Yet no horse is a completely safe horse. Any horse can, at any moment revert from its training and act on its natural instincts. These could include, but are not limited to bucking, shying, rearing, biting, kicking, and/or bolting. Horseback riding is classified as a "rugged adventure sports activity" and there are numerous obvious and non-obvious risks always present in such activities despite all safety precautions.

Releasor forever releases and discharges David Johnson, Grace Johnson, Walnut Trace Farm, LLC, and each of their representatives, employees, family members, attorneys, agents, affiliated entities, related entities, and successors and assigns (collectively, the "Releasees") of and from any and all claims, damages, sums of money, expenses, costs, actions, causes of action, agreements, promises, undertakings, debts, attorneys' fees,

Walnut Trace Farm LLC

Initial _____

obligations and liabilities of any nature whatsoever, known or unknown, asserted or unasserted, in law or in equity, related to the Risks or otherwise, arising out of or related in any way to Releasor's involvement in any of the Activities or otherwise related in any way to Walnut Trace and/or Releasees (the "Claims").

Releasor knowingly agrees to indemnify, defend and hold harmless the Releasees from any and all Claims that may accrue to Releasor and/or Releasor's guests, horses and/or property while in or upon Walnut Trace, regardless of whether such Claims may be caused by the negligence of Releasor, any third party, or otherwise.

Releasor expressly recognizes and acknowledges the existence and applicability of Tennessee Code Annotated § 44-20-103, which provides in part that Releasees "shall not be liable for an injury to or the death of a participant resulting from the inherent risks of equine activities." Releasor expressly recognizes and acknowledges that the release set forth in Section 2 above is intended to be broader and more inclusive than the statutory release set forth in Tennessee Code Annotated § 44-20-103 and in no way is intended to limit or qualify the protection afforded Releasees under Tennessee Code Annotated § 44-20-103.

Releasor acknowledges that he or she has been given the opportunity to inspect all property and equipment at Walnut Trace and expressly accepts them as being reasonably safe and suitable for the purpose of Releasor's usage. If Releasor at any time observes any condition or situation that he or she believes is not reasonably safe and suitable, Releasor agrees and warrants that he or she will immediately cease such activity and notify Releasees of the condition or situation.

Releasor acknowledges and understands that Releasees do not provide or purport to provide medical care, veterinary care, paramedical services, first aid facilities or ambulance services. Releasor acknowledges, agrees, represents and warrants that he or she has no known allergies, conditions or ailments that would present an issue with respect to any of the Activities. Releasor, and **if Releasor is under eighteen years of age, Releasor's parent or legal guardian**, acknowledges and agrees that, in the event of any real or perceived injury or condition to Releasor, Releasees shall have the right but not obligation to contact the appropriate medical personnel to diagnose and treat Releasor.

Releasor acknowledges, agrees, represents and warrants that this General Release and Waiver of Liability is a complete and entire document, is signed without limitation or reservation, and shall be binding upon Releasor and all distributees, assigns, heirs, next of kin, personal representatives, executors and administrators thereof. Releasor further acknowledges, agrees, represents and warrants that he or she has carefully read this General Release and Waiver of Liability and intends for it to be legally binding, and that it was voluntarily entered into without any duress or coercion and with a full understanding and comprehension of its content, terms and effect. No oral representations, statements or inducements outside the written terms of this General Release and Waiver of Liability have been made or relied upon by Releasor in signing this document. The General Release and Waiver of Liability shall be governed by and construed in accordance with the laws of the State of Tennessee. Any action, suit or proceeding arising out of this General Release and Wavier of Liability shall be brought only in the Chancery Court for Davidson County, Tennessee. If legal action is necessary to enforce this General Release and Waiver of Liability, the prevailing party may recover all cost of enforcement, including reasonable attorneys' fees.



FARM RULES AND GUIDELINES

- **ALL GUESTS MUST have a waiver on file** to participate in any activity on the farm. **No exceptions!!**
- **Check-in and PAYMENT are required upon arrival before proceeding to the cross country Courses.**
- **Park in the designated parking areas.** Please do not block the driveway. Walnut Trace Farm is NOT liable for any damage done to a vehicle.
- **Helmet is required when mounted. NO EXCEPTIONS!**
- **Cross Country vest is required when mounted on cross country courses. NO EXCEPTIONS!!**
- **Keep the farm clean.** Please no littering, fires or smoking.
- **Golf Carts** are for Walnut Trace Staff only.
- **Children under 18** must be supervised by an adult AT ALL TIMES.
- **WASH RACKS** are available, but please clean up after you and your horse.
- **ALL PETS** must be leashed and under owners control at all times.

Walnut Trace Farm LLC



This general release and Waiver of Liability is **Read, Agreed To, and Accepted.**

If 18 or over:

Signature

Date

Participant's Printed Name

If Rider is younger than 18 (TRAINERS ARE NOT ALLOWED TO SIGN FOR THEIR RIDERS!)

Signature of Parent or Legal Guardian

Parent or Legal Guardian's Printed Name

Family members who accompany the rider to Walnut Trace Farm and remain unmounted must sign the General Release and Waiver of Liability.

Signature if 18 years or over

Printed Name

Signature if 18 years or over

Printed Name