

## **PARTICIPANT AGREEMENT/TERMS AND CONDITIONS**

- 1) All participants **MUST** agree to sign the Participant Agreement/Terms & Conditions, Assumption of Risk, Waiver and Release of Liability, Indemnification Agreement before being allowed to participate in any clinic or camp.
- 2) There is a \$25.00 returned check fee (per check).
- 3) Photographs/videos of participants may be used for promotional and teaching purposes.
- 4) **Emergency Release:** The undersigned Parent/Guardian agrees that in case of an emergency involving their child while attending the camp or clinic, if the parent/guardian is unable to be contacted-he/she gives permission for staff personnel to seek any emergency medical care deemed reasonably necessary at the time. Parent/Guardian also agrees to provide a copy of the child's current medical insurance card and agrees to pay any and all deductibles incurred.
- 5) Parent/Guardian agrees to pick up their child at the stated class ending time. Children not picked up in a timely manner will be charged \$10.00 for each 15-minute increment after class ending time.
- 6) Responsibility and accountability are expected by all students, we are not responsible for any lost articles of clothing, tack or personal items.
- 7) Parent/Guardian agrees to indemnify owners for any property damage caused by their child or their child's horses while on camp/clinic property, not limited to and including camp/clinic and other people's horses and property.
- 8) A copy of your horse's current negative Coggins Test must be on file with your child's file.
- 9) No outside dogs allowed on the property. There are family dogs located on the property, for safety reasons, they are chained or kennelled when horses are being ridden. They are not to be handled by persons other than the owners of the property. They are to be petted only if the adult owners are present - **NO EXCEPTIONS!**

## **ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY, AND INDEMNIFICATION AGREEMENT**

I, (print name) \_\_\_\_\_, of (print address) \_\_\_\_\_

\_\_\_\_\_ hereinafter referred to as "Student", which term includes the parent or legally appointed guardian of Student, (if the student is a minor), am freely and voluntarily seeking to participate in the clinic, lesson or camp hosted by Carla Paratore located at Saricabra Farms (including sponsors, promoters, managers, property owners and affiliates and their respective officers, employees, agents, volunteers and representatives). I understand signing this agreement covers any and all lesson(s), camp(s) and clinic(s) we have submitted applications for or verbally agreed to regardless of the dates. This agreement is binding for all times that the Student is with Carla Paratore at Saricabra Farms, other facilities or Student's facility, from this day forward.

Student hereby agrees to the following:

- 1) *Inherent Risks of Equine Activities/ Assumption of Risks.* Student acknowledges that there are numerous inherent risks of Equine activities, whether preparing for, entering, attending, participating in or leaving the clinic, lesson or camp. The inherent risks include those dangers and conditions which are an integral part of Equine activities, including but not limited to: (a) the propensity of an Equine or other animal to behave in ways that may result in injury, harm or death to persons on or around them; (b) the unpredictability of the Equine's reaction to such things as sounds, sudden movements and unfamiliar objects, persons or other animals; (c) certain hazards such as surface and subsurface conditions; (d) collisions with other animals or objects; (e) the potential of a participant or other student to act in a negligent manner that may contribute to injury to the participant, student or other, such as failing to maintain control over the Equine or not acting within his or her ability; (f) the breakage or failure of tack or other equipment; and (g) the potential that the Equine or animal may suffer an injury, lose its footing or balance resulting in a fall or

other movement that causes injury or harm to the rider or other persons or animals in the vicinity. Student is not relying on this form to list all possible inherent risks or all risks of participation in the clinic, lesson or camp.

2) *Waiver and Release of Liability.* With full knowledge and appreciation of these and other inherent risks of Equine activities, Student freely and voluntarily assumes the risks of the Equine activities involved in any aspect of the clinic, lesson or camp. In this connection, Student also voluntarily agrees to waive any and all rights to sue and hereby releases Carla Paratore and Saricabra Farms (including sponsors, promoters, managers, property owners and affiliates and their respective officers, employees, agents, volunteers and representatives) from all liability, loss, claims or actions for death, expenses or damage to person(s) or property resulting from the inherent risks of said clinic, lesson or camp. This waiver and release shall be effective even if the injury, death or damage to person or property is caused by or contributed to by actions or failure to act of Carla Paratore or Saricabra Farms that were negligent or in violation of an applicable law pertaining to Equine activities. neither Student, nor Student's representatives shall make any claim against, maintain an action against or recover from Carla Paratore or Saricabra Farms or its sponsors, promoters, producers, directors, officers, employees, agents, volunteers, representatives, designated officials, owners, or others acting in behalf for injury, loss, damage or death of the Student or to the Student's horse or personal property (regardless of whether Carla Paratore or Saricabra Farms was negligent or somehow violated an applicable law pertaining to Equine activities).

3) *Indemnification.* Student hereby agrees to indemnify and hold harmless Carla Paratore and Saricabra Farms from any liability, claim, loss, action or expenses asserted against or incurred by Carla Paratore and Saricabra Farms for damages arising out of the actions or inactions of the Student and Student's Employees, agents, representatives, trainers, animals, independent contractors, or others action on their behalf. The term "expenses" shall include, but not be limited to, attorney's fees, court costs, investigation costs and other expenses incurred in the defense of any matter asserted which may be covered by this indemnification provision.

4) *State of Tennessee Warning, disclosure and Requirements.* Student acknowledges that he/she has read the provisions printed below applicable to the State of Tennessee:

**Tennessee Warning: Under Tennessee Law, an Equine Professional is not liable for an injury to or death of a participant in Equine activities from the inherent risks of Equine activities, pursuant to Tennessee Code Annotated, title 44, chapter 20.**

5) *Miscellaneous.* Student agrees that this Assumption of Risk, Waiver and Release of Liability shall be enforced to the greatest extent permitted by law. If any clause of the Assumption of Risk, Waiver and Release of Liability conflicts with applicable law, only that clause will be null and void but, the remainder shall stay in full force and effect. Should Student (or others on behalf of the Student) file a lawsuit in breach of the Assumption of Risk, Waiver or Release of Liability, Student (or others on behalf of the Student) agree to pay all attorney fees, court costs and other costs incurred by Carla Paratore and Saricabra Farms (et al).

**I have read this "Assumption of Risk, Waiver and Release of Liability", "Participant Agreement/Terms and Conditions". I understand it, and agree to be fully bound by it's terms.**

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Signature of Student's Parent or Legally Appointed Guardian

Date

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Printed Name of Student's Parent or Legally Appointed Guardian / Student's name