

Waiver of Liability and Media Release

For riding lessons, farm support, pony parties, events, or any other equine-related activities

What Faith N Friends program are you attending?

☐ Volunteering ☐ Adopting/Fostering ☐ Riding/Lessons ☐ Therapy Session ☐ Pony Party/Photo Shoot ☐ Intern Program ☐ Trainer ☐ RWR Class ☐ Day Camp ☐ Event (example: UT, Fall Festival, etc)

Which event, if applicable:

I am a current volunteer & have attended orientation. ☐ Yes ☐ No

Faith N Friends Horse Rescue and Sanctuary

(A Tennessee Non-Profit Organization) Corryton, TN This agreement by and between Faith N Friends Horse Rescue and Sanctuary (hereinafter referred to as "FNF") and the undersigned rider (hereinafter referred to as "rider"), (or the undersigned rider's legal representative, if such rider is a minor or does not otherwise have the legal capacity to contract), is entered into for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and is subject to the following terms & conditions:

NAME: * Guardian's name if participant is a minor

MINOR PARTICIPANT'S NAME IF APPLICABLE: *

DATE:*

PHONE:*

EMAIL:*

ADDRESS:*

I am ☐ **An adult, aged 18 years or older** ☐ **A minor, aged 17 years or younger (Guardian MUST Sign Document)**

EMERGENCY CONTACT:

Name:*

Phone number for emergency contact:*

Email address of emergency contact:*

PARTICIPANT AGREEMENT, RELEASE, AND ASSUMPTION OF RISK



- **1. TENNESSEE STATUTORY WAIVER AND WARNING.** 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.
- **2. ASSUMPTIONS OF RISK, EXCLUSION, WAIVER, RELEASE OF ALL LIABILITY AND INDEMNITY.** I being the rider (or the legal representative if the rider is a minor or does not otherwise have the capacity to contract), acknowledge that I fully understand that horses and horse tack and equipment are unpredictable, and that association with them necessarily involves varying degrees of risk which I fully assume, including any risks of unpredictable behavior, unsafe terrain (including but not limited to dangers from high cliffs, sinkholes, wild animals, snakes and so on). I hereby declare that I am assuming all risks of injury or loss of any kind in connection with activities on the premises of or arising from FNF, including such personal injury or losses or damages to automobile, campers or trailers, on or near the premises. I shall be solely responsible for any loss of any kind, including theft or property damage or loss, or medical treatment for an injury from falls, horse's equipment, personnel and/or facilities of FNF, from any cause whatsoever, including negligence of any person whatsoever. I hereby release and waive any and all claims against FNF, it's lessees and lessors, it's proprietors, and it's agents, from any and all liability or responsibility that may result from any loss or injury to any person or any property damage whatsoever, including reasonable attorney's fees arising from my presence or that of my agents or my horses or personal property on or near the proprietor's premises.
- **3. PROPERTY/EQUIPMENT/HORSES.** I warrant that all of my equipment is in good working order and that any horses I have brought are healthy, currently, are properly immunized and have received a negative Coggins test for which I have provided a copy thereof to FNF.
- **4. I PROMISE** to leave the premises in as good condition as I found them and shall not litter or cause any destruction.

In consideration of the services of FNF, their agents, owners, officer, volunteers, participants, employees, lessors, all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "FNF"), I hereby agree to release, indemnify, and discharge FNF, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

- I acknowledge that horseback riding entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things: contact with wild animals, hiking and exposure to the elements. A horse, regardless of its training and usual past behavior, may act unpredictably at times based upon instinct or fright which may cause you to be thrown from your horse or injured by the horse. Horses may do such things as bite, kick, buck, lie down, or stumble. Saddles may slip and other tack or saddle problems may develop as a result of normal use and wear. Your horse may collide with obstacles or encounter variations in terrain such as creeks, water, bridges, traveled roads, wild animals, birds, stumps, forest growth, debris, rocks, and cliffs and other obstacles whether obvious or not and whether man-made or natural. Each of those obstacles or variations in terrain could cause you to lose control of your horse and you could fall. Riding a horse requires the participant to balance on the saddle. Participants may lose their balance that can result in falling from the horse. Furthermore, FNF employees have difficult jobs to perform. They see safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.
- I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
- I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless FNF from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of FNF's equipment or facilities, including any such claims which allege negligent acts or omissions of FNF.
- Should FNF or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
- I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
- In the event that the lessee files a cause of action against FNF, the lessee agrees to do so solely in the State of Tennessee and further agrees that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. The lessee agrees that if any portion of this

Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against FNF on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

PARTICIPANT AGREEMENT, RELEASE, AND ACCEPTANCE OF MANDATORY PROTECTIVE EQUESTRIAN HEADGEAR REQUIREMENT I, for myself and/or on behalf of my child or legal ward, have by this agreement, been fully warned and advised by FNF that it is **MANDATORY** that we wear a properly fitted and secured ASTM/SEI (Equestrian standard) certified helmet while participating in horse riding activities in order to protect against and reduce the severity of potential head trauma that could result in serious injury, including death, as the result of a fall, collision, kick from a horse, or other occurrence associated with horse activities.

Faith N Friends often uses photographs, digital images, slides, films, and other images or recordings of participants for educational, programmatic, public relations and accountability purposes. Such photographs or other illustrative material may be used in newsletters, media presentations, or publications produced by Faith N Friends or agencies contracted by Faith N Friends. Neither individual addresses nor telephone numbers will be published within these materials.

☐ YES - I give permission to Faith N Friends to make photographs, digital images, slides, audio, video other recordings, or written text of me. Further, I authorize their use, for Faith N Friends purposes, without inspecting or approving the finished product or its specific use. I hereby release to Faith N Friends all rights to exhibit this work publicly or privately, including posting to the Faith N Friends web site. I waive any rights I may have to receive compensation or additional consideration.

****Please list all family members who will be volunteering (or attending), their ages, and their relationship to signer.**

Jane Doe, 12 years old, daughter

SEVERABILITY:: In the event that a court of competent jurisdiction finds any term or clause in this Agreement to be invalid, unenforceable, or illegal, the same will not have an impact on other terms or clauses in the Agreement or the entire Agreement. However, such a term or clause may be revised to the extent required according to the opinion of the court to render the Agreement enforceable or valid, and the rights and responsibilities of the parties shall be interpreted and enforced accordingly, so as to preserve their agreement and intent to the fullest possible extent. **Nondiscrimination:** Faith N Friends does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. These activities include, but are not limited to, hiring and firing of staff, selection of volunteers and vendors, and provision of services. We are committed to providing an inclusive and welcoming environment for all members of our staff, clients, volunteers, subcontractors, vendors, and clients. **Faith N Friends is an equal opportunity employer.** We will not discriminate and will take affirmative action measures to ensure against discrimination in employment, recruitment, advertisements for employment, compensation, termination, upgrading, promotions, and other conditions of employment against any employee or job applicant on the bases of race, color, gender, national origin, age, religion, creed, disability, veteran's status, sexual



(MUST BE COMPLETED FOR PARTICIPANTS UNDER THE AGE OF 18)

Signature Certificate

Document name: Waiver of Liability and Media Release

Unique Document ID: 4B51188FE844CF6256A1E57B17D0A65B2AD301B1



Timestamp

Audit

November 7, 2019 8:59 am EST	Waiver of Liability and Media Release Uploaded by Faith Sadiku - faith@faithnfriends.org IP 76.129.229.1
November 17, 2020 1:09 pm EST	FNF Apps - fnfapps@faithnfriends.org added by Faith Sadiku - faith@faithnfriends.org as a CC'd Recipient Ip: 108.70.43.90
July 4, 2021 9:36 am EST	FNF Apps - fnfapps@faithnfriends.org added by Faith Sadiku - faith@faithnfriends.org as a CC'd Recipient Ip: 108.70.43.90
July 4, 2021 9:36 am EST	Elle M - ElleM@faithnfriends.org added by Faith Sadiku - faith@faithnfriends.org as a CC'd Recipient Ip: 108.70.43.90
October 8, 2021 10:25 am EST	FNF Apps - fnfapps@faithnfriends.org added by Faith Sadiku - faith@faithnfriends.org as a CC'd Recipient Ip: 108.70.43.90
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October 13, 2021 3:17 pm EST	FNF Apps - fnfapps@faithnfriends.org added by Faith Sadiku - faith@faithnfriends.org as a CC'd Recipient Ip: 108.70.43.90
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October 16, 2021 1:37 pm EST	FNF Apps - fnfapps@faithnfriends.org added by Faith Sadiku - faith@faithnfriends.org as a CC'd Recipient Ip: 108.70.43.90
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December 13, 2021 3:48 pm EST	Document owner Paloma@faithnfriends.org has handed over this document to faith@faithnfriends.org 2021-12-13 15:48:49 - 108.70.43.90
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January 19, 2022 7:20 am EST	FNF Apps - fnfapps@faithnfriends.org added by Faith Sadiku - faith@faithnfriends.org as a CC'd Recipient Ip: 108.70.43.90
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January 19, 2022 7:21 am EST	FNF Apps - fnfapps@faithnfriends.org added by Faith Sadiku - faith@faithnfriends.org as a CC'd Recipient Ip: 108.70.43.90

January 19, 2022 7:21 am EST	Elle M - ElleM@faithnfriends.org added by Faith Sadiku - faith@faithnfriends.org as a CC'd Recipient Ip: 108.70.43.90
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September 1, 2022 12:11 pm EST	FNF Apps - fnfapps@faithnfriends.org added by Faith Sadiku - faith@faithnfriends.org as a CC'd Recipient Ip: 76.129.190.33
September 5, 2022 1:09 pm EST	FNF Apps - fnfapps@faithnfriends.org added by Faith Sadiku - faith@faithnfriends.org as a CC'd Recipient Ip: 76.129.190.33
March 2, 2023 4:49 pm EST	FNF Apps - fnfapps@faithnfriends.org added by Faith Sadiku - faith@faithnfriends.org as a CC'd Recipient Ip: 76.129.229.1
March 3, 2023 12:01 am EST	FNF Apps - fnfapps@faithnfriends.org added by Faith Sadiku - faith@faithnfriends.org as a CC'd Recipient Ip: 76.129.229.1
March 4, 2023 5:13 pm EST	FNF Apps - fnfapps@faithnfriends.org added by Faith Sadiku - faith@faithnfriends.org as a CC'd Recipient Ip: 76.129.229.1
March 6, 2023 9:12 am EST	FNF Apps - fnfapps@faithnfriends.org added by Faith Sadiku - faith@faithnfriends.org as a CC'd Recipient Ip: 73.108.206.101
March 15, 2023 8:58 pm EST	FNF Apps - fnfapps@faithnfriends.org added by Faith Sadiku - faith@faithnfriends.org as a CC'd Recipient Ip: 73.108.206.101
March 16, 2023 4:39 pm EST	FNF Apps - fnfapps@faithnfriends.org added by Faith Sadiku - faith@faithnfriends.org as a CC'd Recipient Ip: 76.129.229.1
March 16, 2023 4:49 pm EST	FNF Apps - fnfapps@faithnfriends.org added by Faith Sadiku - faith@faithnfriends.org as a CC'd Recipient Ip: 76.129.229.1



This audit trail report provides a detailed record of the online activity and events recorded for this contract.

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