

# **BONA ROBA COMPANY DEER CREEK FARM**

## General Release and Waiver of Liability

### **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 leased by Bona Roba Company and Bona Roba Company d/b/a Deer Creek Farm, President Jennifer A. Jewell, located at 529 Sneed Road West, Nashville, Tennessee, 37221, and known as Bona Roba Company and Bona Roba Company d/b/a Deer Creek Farm, as well as any other property owned by Jennifer Jewell and or Bona Roba Company, 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 in at Bona Roba Company and/or Bona Roba Company d/b/a Deer Creek Farm, including, but not limited to: (a) riding, training, walking, handling, grooming, feeding, stabling, trailering, being a passenger on a horse-driven cart and/or other type of motorized or non-motorized vehicle or equipment; and/or (d) other activities available at Bona Roba Company and/or d/b/a Deer Creek Farm (collectively known as "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 Bona Roba Company and/or Bona Roba d/b/a Deer Creek 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 back to the barn. Horseback riding is classified as a "rugged 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, Jennifer A. Jewell, Bona Roba Company and/or Bona Roba Company d/b/a Deer Creek Farm and each of their representatives, employees, family members, attorneys, agents, affiliated entities, related entities and successors and assigns (collectively, the "Releases") of and from any and all claims, damages, sums of money, expenses, costs, actions, causes of actions, agreements, promises, undertakings, debts, attorney's fees, obligations and liabilities of 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 the Releasor's involvement in any of the Activities or otherwise related in any way to Bona Roba Company and/or Bona Roba Company d/b/a Deer Creek Farm and/or Releases (the "Claims").

Releasor knowingly agrees to indemnify, defend and hold harmless the Releases from any and all Claims that may accrue to Releasor and/or Releasor's guests, horses and/or property while in or upon Bona Roba Company and/or Bona Roba Company d/b/a Deer Creek Farm, regardless of whether such Claims may be caused by negligence of Releasor, any third party, or otherwise.

Releasor expressly recognized and acknowledged the existence and applicability of Tennessee Code Annotated Section 44-20-103, which provides in part that Releases "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 Section 44-20-103 and in no way is intended to limit or qualify the protection afforded Releases under Tennessee Code Annotated Section 44-20-103.

Releasor acknowledges that he or she has been given the opportunity to inspect all property and equipment at Bona Roba Company and Bona Roba Company d/b/a Deer Creek Farm 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 Releases of the condition or situation.

Releasor acknowledges and understand that Releases 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 even of any real or perceived injury or condition to Releasor, Releases shall have the right but not obligation to contact the appropriate medical personnel to diagnose and treat Releasor.

Releasor acknowledge, agrees, represents and warrant 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 distributes, 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 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, statement or inducements outside written terms of this 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 Waiver 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 costs of enforcement, including reasonable attorney's fees.

**READ, AGREED TO AND ACCEPTED:**

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Participant's Printed Name and Age

\_\_\_\_\_  
Signature of Parent or Legal Guardian  
(If Participant is under the age of 18)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent or Legal Guardian's Printed Name  
(If Participant is under the age of 18)

**BONA ROBA COMPANY  
AND  
BONA ROBA COMPANY D/B/A DEER CREEK FARM**

**Emergency Contact Information**

**Date Completed** \_\_\_\_\_

**Participant Name** \_\_\_\_\_

*Address* \_\_\_\_\_

*City/State/Zip* \_\_\_\_\_

*Home Phone* \_\_\_\_\_

*Cell Phone* \_\_\_\_\_

*Email* \_\_\_\_\_

**Emergency Contact**

*Name* \_\_\_\_\_

*Relationship* \_\_\_\_\_

*Address* \_\_\_\_\_

*City/State/Zip* \_\_\_\_\_

*Home Phone* \_\_\_\_\_

*Cell Phone* \_\_\_\_\_

*Email* \_\_\_\_\_