

WAIVER AND RELEASE

WARNING: INTERACTIONS WITH ANIMALS AND LIVESTOCK AND ACTIVITIES ON A FARM CAN BE DANGEROUS AND COULD RESULT IN INJURY OR DEATH. FARMS ALSO POSE A RISK OF INJURIES FROM FALLING AND OTHER INJURIES. BY SIGNING THIS DOCUMENT, YOU ARE WAIVING YOUR RIGHT TO SUE FOR ANY ACCIDENT THAT OCCURS ON THIS PROPERTY.

I _____, HEREBY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge The Team Tonkin Trust; Heaven’s Bales, LLC; April Tonkin; Dustin Tonkin; and their agents, employees, officers, directors, successor and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to my activities taking at 1121 Clover Hill Lane in Knoxville, Tennessee arising from any accident or dangers that may be caused or related to the animals at this location. This waiver shall include and apply to the use of horses or any other animals present on the premises located at 1121 Clover Hill Lane in Knoxville, Tennessee, and/or any act, actions, contact or activities with the structures, barns, fences, natural features, and other animals, both domesticated and wild, present thereon.

I understand that activities and interactions with animals are inherently dangerous and may cause serious or grievous injuries, including bodily injury, damage to personal property, and/or even death. On behalf of myself, my heirs, my agents, my representatives, assigns and next of kin, I hereby waive all claims for personal/property damages, bodily-injuries, loss of past, present or future income, death and wrongful death sustained to me, or my property, that I may have against the aforementioned released party to such activity.

The provisions of this WAIVER AND RELEASE may not be waived, altered, amended or repealed, in whole or in part, except by the prior written consent of all parties. The provisions of this WAIVER AND RELEASE will continue in full force and effect even after the termination of the above-stated activities, whether by agreement, by operation of law, or otherwise.

I have read, understand, and fully agree to the terms of this WAIVER AND RELEASE. My signature is proof of my intention to execute this complete and unconditional WAIVER AND RELEASE of all liability against The Team Tonkin Trust; Heaven’s Bales, LLC; April Tonkin; Dustin Tonkin; and their agents, employees, officers, directors, successor and assigns, to the full extent of the law.

I am 18 years of age or older and mentally competent to enter into this waiver.

Signature

Printed Name

Date

WAIVER AND RELEASE FOR MINOR CHILD

I hereby certify that I am the adult parent or guardian of _____, a minor child under the age of eighteen years, and I consent to his/her participation in the activities described above. ALL WAIVERS AND RELEASES STATED ABOVE ARE INCORPORATED HEREIN BY REFERENCE AS IF FULLY ARTICULATED IN THIS PARAGRAPH.

I understand and acknowledge that I am fully aware and assume the risks (including but not limited to the risk of serious bodily injury, property loss or damage), of said minor child’s activities while (s)he is present on the premises located at 1121 Clover Hill Lane in Knoxville, Tennessee, and/or interacting with the horses, structures, barns, fences, natural features, and other animals, both domesticated and wild, present thereon as described above. I recognize my responsibility to ensure that said minor child participates only in those activities for which he/she has the required skills, qualifications, training and physical conditioning. I understand that The Team Tonkin Trust; Heaven’s Bales, LLC; April Tonkin; Dustin Tonkin; and their agents, employees, officers, directors, successor and assigns, shall have no responsibility to pay for medical treatment and related costs if said minor child is injured. I further understand and agree that The Team Tonkin Trust; Heaven’s Bales, LLC; April Tonkin; Dustin Tonkin; and their agents, employees, officers, directors, successor and assigns, disclaim all warranties, express or implied. The intent of this document is to release The Team Tonkin Trust; Heaven’s Bales, LLC; April Tonkin; Dustin Tonkin; and their agents, employees, officers, directors, successor and assigns, from any liability whatsoever for the activities identified herein.

Signature

Printed Name

Date