



# THE SPADE & SPOON

## MEMBERS ONLY SUPPER CLUB

863-381-2106

[www.thespadeandspoon.com](http://www.thespadeandspoon.com)

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### Overview

This agreement establishes your membership in Midnight Runner's Supper Club/Spade & Spoon Association ("the Club"), a private membership organization operating in accordance with Tennessee law, including TN Code § 7-51-601 (2024).

### Club Purpose & Structure

The Club is a private, non-commercial organization operated for social and recreational purposes, not for pecuniary gain. It is managed by designated representatives who coordinate events, meals, and activities. The Club provides members-only farm-to-table dining experiences featuring contemporary Appalachian cuisine in a private home setting.

### Membership Terms

1. Annual Membership: \$5 per person, automatically renewed until canceled
2. Benefits: Access to private supper club events, farm experiences, and locally sourced meals
3. Alcohol Service: Any alcoholic beverages served are incidental to the Club's primary purpose
4. Private Nature: All activities are exclusively for members and their
5. invited guests

### Member Acknowledgments

As a member, you acknowledge and agree that:

1. You are voluntarily joining a private association protected under
2. Tennessee law
3. The Club operates in a private home using food grown on-site or sourced from local producers
4. Club activities are private and confidential between members
5. You are not a representative of any regulatory agency attending for inspection purposes
6. You release the Club, its organizers, and members from liability related to food consumption, facility use, or participation in Club activities

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## **Agritourism Activities Warning** (Per TN Code § 43-39-103)

### **WARNING:**

Under Tennessee law, there is no liability for an injury to or death of a participant, or damage to the property of a participant, in an agritourism activity conducted at this agritourism location or by this agritourism professional if such injury, death, or property damage results from the inherent risks of the agritourism activity. Inherent risks of agritourism activities include, among others, risks of injury and damage inherent to land, equipment, and animals, as well as the potential for you to act in a negligent manner that may contribute to your injury or death or to the damaging of your own property. You are assuming the risk of participating in this agritourism activity.

### **Equine Activities**

Member acknowledges that our property includes horses and donkeys. As specified under Tennessee law, member understands that interacting with equines involves inherent risks including but not limited to:

- The propensity of an equine to behave in ways that may result in injury
- The unpredictability of an equine's reaction to sounds, sudden movements, and unfamiliar objects or persons
- Natural hazards on the property including surface and subsurface conditions

Member voluntarily assumes all risks associated with equine activities on the property and releases the Club from liability for injuries resulting from these inherent risks.

### **Termination**

Membership may be terminated by written notice from either party or automatically upon member's death or the Club's dissolution.

### **Acceptance**

By signing below, you affirm that you are of legal age, capable of entering into this agreement, and do so voluntarily.

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Member signature: \_\_\_\_\_

Club Representative: \_\_\_\_\_