

**THE MELLS FOXHOUNDS  
RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

For consideration of being permitted to ride or otherwise participate in activities with the organization known as Mells Foxhounds a/k/a The Mells (hereinafter "Mells") and/or to enter the premises known as Sugar Valley Farm located in Giles County or any contiguous property thereto and/or certain property owned by the Mells Foxhounds, LLC (hereinafter "Mells Foxhounds") also known as the Mells Kennels and Clubhouse, and all property registered with the Masters of Foxhounds Association constituting the registered hunt country of Mells and/or any real property owned individually and/or jointly by any of the Masters of the Mells Foxhounds, (Stasia Bachrach, William D. Haggard, Gerald Robeson, Charles Montgomery, and Theresa Menefee) or any other individual participating in any Mells activity as a subscriber, guest or otherwise and all properties whatsoever on which any equine activity occurs involving Mells, inclusive of, but not limited to, all of the aforesaid properties, and property to be used for any equine activity of any host hunt or any other organization that has invited the Mells to participate in any equine activity, all of which are referred hereafter as "the property", the undersigned being of sound mind and over the age of eighteen (18);

1. **Acknowledges** the dangers and risks to be encountered as a result of riding, walking, handling, grooming, feeding or otherwise being in the proximity of horses, dogs, cats and other domesticated and/or non-domesticated (wild) animals (inclusive of reptiles and insects) occupying the land and countryside, and I fully understand that horseback riding, inclusive of foxhunting which may involve riding over fences and other obstacles and through steep and rough terrain, and often at a gallop, is an inherently dangerous activity which can result in serious injury or death;

2. **Acknowledges** that I have fully advised the equine activity sponsor, Mells, or anyone else engaged in sponsoring any equine activity on the property, of my capability or my child or ward's capability to safely engage in the equine activity (inclusive of, but not limited to, horseback riding, trail riding, foxhunting, trotting, cantering, galloping and jumping (if applicable)) and based on my representations of my capability or my child or my ward's capability to safely participate in the equine activity and to control and safely manage the horse to be used, permission has been granted to me and/or my child or ward to engage in the equine activities;

3. **Acknowledges** that I fully appreciate and understand the risk of serious bodily injury, death and/or property damage to which I will be exposed by entering the property, and that I understand the risk that any horse, or dog or other animal brought onto the property can be hurt or killed;

4. **Acknowledges** that Tennessee Code Annotated, Title 44, Chapter 20 limits the civil liability of the aforesaid Masters Stasia Bachrach, Gerald Robeson, William D. Haggard IV, Charles Montgomery, and Theresa Menefee, and all other equine professionals so engaged and the owners, occupiers, lessors and lessees of the property and Mells, its subsidiaries, guests, masters, officers, staff and employees, and others involved in sponsoring equine activities and that I have seen and am aware of the warning required by the Tennessee Equine Limited Liability Act reading as follows:

**WARNING**

**Under Tennessee law, an equine professional is not liable for any injury to or the death of any participant in the activities resulting from the inherent risk of equine activities, pursuant to Tennessee Code Annotated, Title 44, Chapter 20. (Acts 1992, ch. 974,.6), and that this Release is in furtherance and not in limitation of the protections afforded by the Equine Limited Liability Act.**

5. **Acknowledges** that I will inspect the property that I intend to enter and use and that I will immediately and continuously again inspect areas upon entering and accept them as reasonably safe and suited for the purpose of my usage, or my horse's usage; and I further agree and warrant that if at any time I observe any condition on the premises which I believe is not reasonably safe, then I will immediately give notice to the aforementioned Masters Stasia Bachrach, Gerald Robeson, William D. Haggard, IV, Charles Montgomery, or Theresa Menefee and/or members of Mells staff (Field Masters, Huntsman, or Whips as available) of same and will immediately remove myself and my horse from the area of unreasonable danger;

6. **Knowingly releases and waives all rights of action, and forever discharges and covenants not to sue** Mells Masters Stasia Bachrach, Gerald Robeson, William D. Haggard IV, Charles Montgomery, Theresa Menefee, or their spouses (if applicable), the owners, occupiers, lessors and lessees of the property, Mells, its members, guests, masters, officers, staff and employees, and any members, subscribers, guests or employees of other hunts that have been invited by Mells or its Masters to participate in any equine activity (releasees);

7. **Knowingly agrees** to indemnify, defend and hold harmless the releasees referred to in Paragraph 6 and elsewhere in this document and each of them from any loss, liability, damage, or costs (including attorney's fees, litigation costs, and court costs) that they may incur due to, or arising from, the presence of, or injury to, the undersigned or the undersigned's child or ward identified below (if applicable) or his/her horse or property or the undersigned's child or ward's horse or property (if applicable) while in or upon the

property or other location as indicated in Paragraph 6 or elsewhere in this document, whether any such loss, liability, damage or cost may be caused by the negligence of the releasees, or any of them, or of any third parties, or otherwise;

8. **Knowingly assumes** full responsibility for all risks of bodily injury, death, or horse injury or death and/or property damage due to any negligent act or failure to act, or any other negligence, of the releasees;

9. **Acknowledges** that the releasees do not represent that they provide any type of medical care, paramedical services, first-aid facilities or ambulance services (air or ground); and that mobile phones may be limited or have no coverage on the property;

10. **Acknowledges** that this Release and Waiver of Liability and Indemnity Agreement is complete and entire, and is signed without limitation or reservation. It shall be binding upon the undersigned and any and all assigns, heirs, next of kin, personal representatives, executors and administrators of the undersigned;

11. **Acknowledges** that if any portion of this Release and Waiver of Liability and Indemnity Agreement is deemed to be legally void or invalid for any reason, that such will not affect the validity and enforceability of the remainder of this document;

12. **Expressly acknowledges, agrees, represents and warrants** that I have carefully read this Release and Waiver of Liability and Indemnity Agreement and, with the intention that it be legally binding, voluntarily signed it without duress or coercion, with full understanding and comprehension of its content and effect, and further agrees that no oral representations, statements or inducements apart from the foregoing written Release and Waiver of Liability and Indemnity Agreement have been made.

Accepted and Agreed:

➔ **ADULT (18 or Over):**

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

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

➔ **MINOR (Under 18):**

Minor Child's Printed Name (if applicable): \_\_\_\_\_

Parent's or Guardian's Printed Name: \_\_\_\_\_

Parent's or Guardian's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

➔ **WITNESS:**

Witness Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witness Printed Name: \_\_\_\_\_

➔ **CONTACT INFORMATION**

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

➔ **EMERGENCY CONTACT(S)** enter at least one

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

Phone Number: \_\_\_\_\_ Relationship: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_ Relationship: \_\_\_\_\_