

THE MELLS FOXHOUNDS, LLC

RELEASE, WAIVER OF LIABILITY, HOLD HARMLESS, AND INDEMNITY AGREEMENT

For consideration of being permitted to ride horses or otherwise participate in both horseback riding and non-horseback riding activities with the organization known as Mells Foxhounds, LLC a/k/a The Mells (hereinafter "Mells") and/or to enter the premises known as Sugar Valley Farm located in Giles County Tennessee or any contiguous property thereto and/or certain property owned by the Mells Foxhounds, LLC (hereinafter "Mells") also known as the Mells Kennels, 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, Directors, Owners or members of the Mells, (Stasia Bachrach, William D. Haggard, Gerald Robeson, Charles Montgomery, Boo Montgomery, Deb and Steve Barnes, Mark and LaDonner Mcmillan 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 horseback riding, riding in a wagon or carriage pulled by a horse or horses or a tractor or other motorized vehicle, or riding on or near the property in a vehicle or wagon or on a horse, and/or walking and/or riding in a vehicle, 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 the foregoing as well as 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, are an inherently dangerous activities 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 or related activity (inclusive of, but not limited to, horseback riding, foxhunting, walking, trotting, cantering, galloping, jumping (if applicable) and riding in a wagon or carriage pulled or drawn by horses or tractors or other motorized vehicle or riding in a vehicle, in and around the property and based on my representations of my capability or my child or my ward's capability to safely participate in the equine or other activities (riding in wagons or carriages drawn or pulled by horses or tractors or other motorized vehicles or riding in a vehicle on the property) 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 or related activities alluded to above.

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, injured or killed;

4. Acknowledges that Tennessee Code Annotated, Title 44, Chapter 20 limits the civil liability of the aforesaid Mells Foxhounds LLC Masters, Directors and Owners Stasia Bachrach, Gerald Robeson, William D. Haggard IV, Charles Montgomery, and Theresa Menefee, and all other equine professionals so engaged, including Elizabeth Montgomery, Clare Pinney, and Genevieve Kennan, and the owners, occupiers, lessors and lessees of the property and Mells, its subscribers, 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 the property 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/Directors/Owners of Mell's Foxhounds LLC, Stasia Bachrach, Gerald Robeson, William D. Haggard, IV, Charles Montgomery, 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 Mell's Masters/Directors/Owners Stasia Bachrach, Gerald Robeson, William D. Haggard IV, Charles Montgomery, Theresa Menefee, and their spouses (if applicable), the owners, occupiers, lessors and lessees of the property, Mells, its members, subscribers, guests, officers, staff and employees, and any members, subscribers, guests or employees of other hunts that have been invited by Mells or

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its Masters to participate in any equine activity or whom have invited Mell’s to participate in their equine activities (riding or not) (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, expert fees, and court costs) that they may incur due to, or arising from, any 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 any 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 from time-to-time construction may occur in areas on or adjacent to the property and knowingly assumes responsibility for any adverse effects or consequence said construction may have on riding or non-riding activities including injury or death;

10. 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;

11. 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;

12. 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;

13. Expressly acknowledges, agrees, represents and warrants that I have carefully read this Release and Waiver of Liability and Hold Harmless 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. **Mell’s encourages any and all signing this document to have same reviewed by an attorney of your choosing at your discretion.**

Accepted and Agreed:

➤ **Print Name of Rider:** _____ **Date:** _____

➤ **Is Rider 18 or Older?** ___ Yes: Rider sign and provide information below
___ No: Print name of parent or guardian: _____

➤ **Signature of Rider** (if 18 or older) or **Parent/Guardian** (if rider under 18): _____

➤ **Rider Contact Information** (If Rider under 18, provide for parent or guardian):
Phone Number: _____ Email: _____
Mailing Address: Number: _____ Street: _____
City: _____ State: ___ Zip: _____

➤ **Witness:** Print Name: _____ Signature: _____
Date: _____

➤ **Emergency Contact:** Name: _____ Relation to Rider: _____
Phone Number: _____ Email: _____