**LIABILITY WAIVER AND RELEASE**

This Liability Waiver and Release (this “Agreement”) is made this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_ by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ whose address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Customer”) for the benefit of The Brown Family Farm, LLC (the “Company”) and Eric & Adrienne Brown of 2079 Lakeview Rd Lenoir City, TN, 37772. Customer and the Company are sometimes jointly referred to as the “Parties” and individually as a “Party.”

**WITNESSETH**:

WHEREAS, the Company is engaged in the business of allowing persons to enter upon its property and perform a variety of activities including, but not limited to, all the following (collectively, the “Activities”):

1. Riding horses;
2. Training horses;
3. Performing other activities related to horses and other livestock including, but not limited to, the feeding, grooming, walking, and maintenance of the same; and
4. Performing a variety of other recreational activities on the Company’s property; and

WHEREAS, there are certain inherent dangers that accompany the Activities that could result in damage to personal property, bodily injury, or even death; and

WHEREAS, notwithstanding the risks involved in the Activities, Customer desires to engage in the same; and

WHEREAS, as one of the conditions to allowing Customer to engage in any Activity, the Company requires Customer execute this Agreement;

NOW, THEREFORE, in consideration of the premises, the Company allowing Customer to engage in the Activities, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Customer hereby agrees as follows:

1. Representations of Customer. For the purpose of inducing Company to allow Customer to engage in the Activities, Customer hereby represents and warrants all the following to Company as of the date and time Customer has executed this Agreement:
   1. Customer is in good health and is physically fit enough to engage in the Activities;
   2. Customer does not suffer from any fear, disease, or condition that could impair Customer’s judgment or Customer’s ability to follow commands or otherwise engage in the Activities;
   3. Customer is not under the influence of alcohol, any illegal drug, or any prescription drug that could impair Customer’s ability to understand the provisions of this Agreement or follow commands or participate in the Activities.
   4. Customer is not currently subject to any guardianship or conservatorship.
   5. Customer fully understands the provisions of this Agreement and the risks involved in the Activities and has decided to engage in the same of his or her own free will and without coercion from the Company or any other person.
2. Follow Directions. Customer hereby promises, covenants, and agrees that he shall strictly obey and follow all rules and regulations of the Company while on Company property and/or while participating in the Activities. Customer also promises, covenants, and agrees to promptly and strictly follow all directions and commands given by the Company and its employees while on Company-owned property and/or engaging in the Activities.
3. Assumption of Risk. Customer hereby knowingly and voluntarily assumes all risks, both known and unknown, which are involved with and/or inherent to, the Activities including, but not limited to, those that could result in damage to his personal property, bodily injury, or death.
4. Waiver and Release. To the maximum extent allowed by law, Customer, for himself, and for his personal representatives, heirs, devisees, legatees, insurers, sureties, successors, and assigns hereby forever waives, releases, and discharges the Company, its affiliates and subsidiaries, and all owners, members, partners, shareholders, directors, officers, managers, employees, agents, insurers, sureties, and representatives of each of them (all the foregoing being collectively referred to as the “Company Parties”) from any and all Losses (as defined below) whatsoever that he incurs from, related to, or arising out of the Activities including, but not limited to, all Losses he incurs from the negligent acts or omissions of any of the Company Parties; provided, that the foregoing shall not release the Company or any other Company Party from its own gross negligence or willful acts.

As used in this Agreement, “Losses” collectively means all losses, damages, fees, costs, fines, penalties, and expenses (including, but not limited to, all Legal Fees (as defined below)).

Also as used in this Agreement, “Legal Fees” collectively means collectively means all reasonable attorneys’ fees, paralegal fees, expert witness fees, consultant fees, litigation expenses, costs of investigation, court costs, and other expenses incurred (i) obtaining legal advice regarding an event or circumstance and whether or not an Action is ever initiated, (ii) initiating or defending any Action, (iii) litigating any Action and pursuing or defending against all appeals thereof, and (iv) enforcing all remedies granted in any Action including, without limitation, collecting all amounts owed.

As used in this Agreement, “Action” means any action, claim, demand, complaint, arbitration, cause of action, liability, suit, lien, lawsuit, investigation or proceeding or any threat of any of the foregoing.

1. Indemnity and Hold Harmless. Customer hereby promises, covenants, and agrees that he shall forever indemnify and hold the Company and the remaining Company Parties harmless from and against any all Actions and all Losses the Company Parties incur from, arising out of, or any way related to (a) Customer’s participation in the Activities, and (b) any Action which is now or hereafter initiated, brought, or filed, or threatened to be initiated, brought, of filed because of or related to this Agreement or Customer’s participation in the Activities.
2. Release and Indemnification in Addition to Statutory Immunity. The release, indemnity, and hold harmless provisions contained in this Agreement are in addition to and not in lieu of any and all immunities which the Company and the Company Parties have under Tennessee Code Annotated Section 44-20-101 et seq., all of which are expressly reserved by the Company and the Company Parties.
3. Miscellaneous.
   1. Governing Law. This Agreement and the performance thereof shall be governed, interpreted, construed, regulated, and enforced in accordance with the laws of the State of Tennessee and without regard to any conflicts of law principles.
   2. Construction of Agreement. In the event of a dispute involving the interpretation or construction of this Agreement involving Customer, Company, and/or any other party or parties, it shall be deemed that this Agreement was jointly drafted by all parties to the dispute, and no rule of construction or presumption shall be asserted in favor or to the detriment of Customer, Company, or any other party based upon the identity of the party actually drafting this Agreement.
   3. Pronouns and Tense. Whenever used in this Agreement, as necessary to effectuate its purposes, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall be applicable to all genders.
   4. Provisions Severable. If any term or provision of this Agreement or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable as determined by the final order of a court of competent jurisdiction, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
   5. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit and burden of the Parties, and their respective personal representatives, heirs, executors, administrators, successors, and assigns.
   6. Intended Third Party Beneficiaries. It is specifically intended that, in addition to the Company, the Company Parties are intended third party beneficiaries of all the provisions of this Agreement and may enforce all the provisions of this Agreement to the same extent as the Company.
   7. Customer is a Minor. If Customer is under the age of eighteen (18) years of age, the undersigned represents that he or she is the legal guardian of the Customer and has full right and authority to execute this Agreement on behalf of Customer.
   8. FORUM SELECTION CLAUSE. **CUSTOMER HEREBY IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT AND THE ACTIVITIES SHALL BE TRIED AND LITIGATED IN THE STATE OR FEDERAL COURTS LOCATED IN THE KNOX COUNTY, TENNESSEE, AND CUSTOMER IRREVOCABLY WAIVES ANY RIGHTS HE MAY HAVE TO OBJECT TO THE SAME INCLUDING, WITHOUT LIMITATION, ANY RIGHT TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS.**
   9. **WAIVER OF JURY TRIAL.** **UNLESS EXPRESSLY PROHIBITED BY APPLICABLE LAW, CUSTOMER HEREBY WAIVES THE RIGHT TO TRIAL BY JURY OF ANY MATTERS OR CLAIMS ARISING OUT OF THE ACTIVITIES OR AGREEMENT OR ANY OTHER DOCUMENTS EXECUTED IN CONNECTION HEREWITH OR OUT OF THE CONDUCT OF THE RELATIONSHIP BETWEEN CUSTOMER AND COMPANY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR COMPANY TO ALLOW CUSTOMER TO ENGAGE IN THE ACTIVITIES. FURTHER, CUSTOMER HEREBY CERTIFIES THAT NEITHER COMPANY NOR ANY REPRESENTATIVE OR AGENT OF COMPANY, HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT COMPANY WOULD NOT SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION. NO REPRESENTATIVE OR AGENT OF COMPANY, NOR ITS COUNSEL, HAS THE AUTHORITY TO WAIVE, CONDITION, OR MODIFY THIS PROVISION.**

In Witness Whereof, Customer has executed this Agreement as of the day and year first above written.

**CUSTOMER**:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Guardian’s Name (if applicable): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_