



# Blue Point Stables

## Wavier and Release of Responsibility and Liability

**Please Read This Whole Document Carefully** WARNING!! Under Tennessee

law, an equine professional is not liable for an injury to, or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to Tennessee Code Annotated, title 44, chapter 20.

**I (we) the undersigned,**  
adult boarder, adult student,  
parent, adult client, adult visitor

Rider or [Authorized Adult for Minor Child] Please  
**PRINT ADULT's Name** in the block to the right,

or spectator, or legal guardian of a participant or visitor or spectator, employee or contractor of and at Blue Point Stables, hereinafter referred to as BPS, for and in consideration of myself, my child or ward, or a minor child for whom I have been granted legal custody, hereby voluntarily and knowingly execute this Wavier, Consent and Release with the express intention of effecting the extinguishments of, and complete release from any and all claims, actions, demands or rights to monetary judgment arising from any and all injury or physical or emotional or mental harm from or be sustained now or at any time in the future, as a result of my participation or the participation of myself, my child and/or legal ward, in the various programs of instruction, practice, clinics, open riding, camps and general physical activity or from observing the activities associated with the study and riding or horsemanship and related activities conducted by BPS and its owners and any of BPS employees and/or associates.

I hereby agree to hold Blue Point Stables and Farm, Brandy McDonnell & David Stooksbury, BPS owners and employees, and Gerald Sharp, property owner, free and harmless from any and all damages or liability for any and all injury/s to any person or persons or property arising out of the use of horses or equipment while riding at BPS or while attending or observing any horse shows, clinics, camps, or while performing chores, whether voluntarily or for compensation, and / or all other horse and camp and farm related activities while on the premises of BPS or while away from BPS.

Clients, participants, visitors and guests involved with farm or equestrian activities, agrees to hold BPS, Brandy McDonnell, David Stooksbury and Gerald Sharp completely harmless and release them from any and all liability whatsoever and **AGREES NOT TO SUE** them account of, or in connection with any claims, causes of action, injuries, damages, costs or expenses acting out of the Client's or participant's or visitor's or guest's use of property and facilities, including without limitation, those based on death, bodily injury, property damage, including consequential damage or injury.

I agree to have my child and, or ward under the age of eighteen, to wear an approved riding helmet at all times while mounted on a horse. I understand that BPS and its employees make no warranty as to BPS and, or its employees, contractors and instructors ability to provide training, instruction and, or other protection against riding related accidents, injuries, including repetitive stress injuries, emotional distress, dismemberment or death as a result of participation on the grounds at BPS or at offsite BPS sanctioned functions. The lay of the land and grounds and surfaces and buildings at BPS have no guarantee and / or warranty regarding the safe soundness or structural integrity of its composition. All participants may at any time be at risk and accept upon themselves all liability for any incidences that they may incur. I recognize that riding a horse is a dangerous sport and I acknowledge that I have read and understand the foregoing warnings and disclosures. In addition, I agree to fill out completely a medical history form for the participant on or before the start of the any Horse Camp events. Additionally, I release BPS and its Associates, Administrators and heirs from any and all damages, responsibility, liability and any or all claims, that might result from any injuries that might occur from my child's use and participation with various children's toys that may be on or off property, including the Bounce House when it is in operation. I acknowledge that from time to time, BPS provides these for extra activities and entertainment and does not charge any additional for their usage. This waiver gives notice to the participant of the risks inherent in equine activities, including (i) Tennessee Law Notice; (ii) the propensity of an equine to behave in dangerous ways which may result in injury to the participant; (iii) the inability to predict an equine's reaction to sound, movement, persons, or animals; and (iv) hazards of surface or subsurface conditions.

### **I HAVE READ AND UNDERSTAND THIS AGREEMENT BEFORE SIGNING IT**

Participant's Name:		Participant's D.O.B.:	
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(Please PRINT the name of the RIDER on the line above above)

Signature:		Date:	
Address:			

(Please PRINT above for "Self" if rider is an adult or the address of the Parent or Legal Guardian of the Minor Rider)

Email Address:		Phone Numbers:	
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Appointments must be cancelled a min. of 24 hours in advance to avoid charges for a no-show or late-cancellation. Otherwise, there is a \$45 no-show, late-cancellation fee OR a forfeiture of a lesson. Please track your lessons to insure that you've scheduled them in plenty of time before they expire. All lessons have an expiration date.