



**Oak View Stables & MidSouth WarHorses for Heroes
ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY**

WHEREAS, the undersigned desires that instruction be given in horseback riding lessons, clinics, and to participate in equine activities at the **Oak View Stables & WarHorses for Heroes** (here in referred to as equine sponsor) or with its instructors, agents, board members, elsewhere and fully understands and agrees that in participating in horseback riding lessons and other equine activities there is the possibility of accidental or other physical injury, death, property damage, or loss.

1. Acknowledgement of Inherent Risks of Equine Activities/Assumption of Risks. Participant acknowledges that there are numerous inherent risks of equine activities, whether preparing for, entering, attending, participating in, or leaving the Event. The inherent risks include those dangers and conditions which are on integral part of equine activities, including, but not limited to: (a) the propensity of an equine or other animal to behave in ways that may result in injury, harm or death to persons on or around them; (b) the unpredictability of the equine’s reaction to such things as sounds, sudden movements and familiar objects, persons or other animals; (c) certain hazards such as surface or subsurface conditions; (d) collisions with other animals or objects; (e) the potential of a participant or other participant to act in a negligent manner that may contribute to injury to the participant, Participant, or others, such as failing to maintain control over the equine or not acting within his or her ability; (f) the breakage or failure of tack or other equipment; and (g) the potential that an equine or animal may cause injury or harm to the rider or other persons or animals in the vicinity. Participant is not relying on Equine Sponsor to list within this document all possible inherent risks or all risks of participating in any of the Activities at any location.
2. THEREFORE, for good consideration, the undersigned agrees to assume full responsibility for the risk of such injury and hereby releases, discharges, and acquits Oak View Stables and WarHorses for Heroes, the owners, Rose Marie Lawson and Weston G. Lawson, Jr., any landowners, board members (Weston G. Lawson III, Franklin Pearson Allen, Robert Haste, William Anderson, Rachel Levine), any instructors (Weston G. Lawson III, William Anderson, Susan Enright, Louise Carruthers), employees, managers, volunteers, and owners of the school horses, all individually and in all capacities which they may hold, their heirs, successors, assigns and personal representatives from any personal injury, property damage, or loss of any kind arising from any act or occurrence surrounding and/or connected with the instruction of riding lessons by Oak View Stables, its owners and/or employees.
3. Waiver and Release of Liability. With full knowledge and appreciation of these and other inherent risks associated with equine activities and the Activities, Participant freely and voluntarily assumes the risks of the equine activities involved in any aspect of them. In this connection, Participant also voluntarily agrees to waive any and all rights to sue and hereby releases the Equine Sponsor. This waiver and release is effective even if the injury, death or damage to person or property is caused by, or contributed to by, actions or failure to act of the Equine Sponsor and which actions or inactions constitute ordinary negligence or a violation of any applicable law pertaining to equine activity liabilities. Neither Participant, to the Participant’s horse, or to the Participant’s personal property (regardless of ordinary negligence by the Equine Sponsor or regardless of an alleged violation of an applicable equine activity liability law).

This release is being executed in conformity with the requirements of Mississippi Legislature House Bill No. 96, Section 95-9-1, et seq., Mississippi Code of 1972 and Tennessee Code Annotated, title 44, Chapter 20.

Warning:

Under Mississippi Law, an equine activity or equine sponsor 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 this act.

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. [Acts 1992, ch. 974, § 6.]

I have read the release and understand all its terms. I execute it voluntarily and with full knowledge of its significance.

Rider Name:	Phone Number:	Instructor
Rider Signature:	E-Mail:	
Parent/Guardian Name:	Address:	
Parent/Guardian Signature:	City: State: Zip: Date:	

Photo Release Form

I grant to Oak View Stables and WarHorses for Heroes, its representatives and employees the right to take photographs of me and my property in connection with the above-identified subject. I authorize Oak View Stables and WarHorses for Heroes, its assigns and transferees to copyright, use and publish the same in print and/or electronically. I agree that Oak View Stables and WarHorses for Heroes may use such photographs of me with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content. I have read and understand the above:

Signature _____

Printed name _____

Date _____

Signature, parent or guardian _____