

Trousdale Acres Tiny Hiney's Travelin' Farm, LLC.
(Pony Rides and Petting Zoo)

Waiver and Liability Release

PLEASE READ CAREFULLY AND THOROUGHLY BEFORE SIGNING, If the person who is to enter into this Agreement (Event Attendee) is less than eighteen (18) years of age, his/her parent or guardian must read this Agreement initial and sign below.

This is a waiver of your legal rights and an agreement to hold harmless Trousdale Acres Tiny Hiney's Travelin' Farm, LLC., their respective officers, directors, members, managers, employees, agents, heirs, family members, assigns, representatives, affiliated persons, and others acting on their behalf (hereafter referred to collectively as "The Released Parties").

The Event Attendee

Has my permission to participate in said event

LIST PARTICIPATING MINOR(S) AND AGES, *same household family use only one form:*

Minor's Parent, Guardian or Responsible Party: _____
(PRINT)

Hereinafter 'Event Attendee' agrees to **voluntarily** participate in horse related and farm animal related activities. Including but not limited to horseback riding, as well as any and all interaction and handling of the various farm animals provided in the petting zoo, including but not limited to pigs, goats, sheep, cows, ponies, donkeys, chickens, ducks, turkeys, tortoise, etc. It is agreed on behalf of the event attendee and for his/her heirs, assigns and representatives, (hereinafter collectively 'event attendee') that:

ASSUMPTION OF RISK Event Attendee is aware that riding, handling or working with a pony is very dangerous, with a high risk of serious injury or death, to both the Event Attendee and the pony(s). THERE IS AN INHERENT RISK OF PROPERTY DAMAGE, INJURY OR DEATH in this activity that no amount of care, caution, instruction, or experience can eliminate such dangers; Some dangers include but are not limited to, being thrown from or falling off the pony, being kicked, bitten, stomped on, run into, run over, attacked, equipment failure, etc. Event Attendee is also aware that any interaction or handling of farm animals is an unpredictable activity. Arising from the inherent risk of livestock activities; Inherent risk means the dangers arising from the propensity of livestock to behave in unpredictable ways, including kicking, biting, spooking in response to sound, sudden movement, unfamiliar objects, persons and other animals. Such dangers can include but are not limited to being stepped on, bitten, kicked, dragged, run into, head butted, jumped on, etc.

_____/_____ INITIALS

ASSUMPTION OF RISK – Event Location and Nature Conditions In addition to the above risks, Event Attendee understands and accepts that event locations are out of the Owners control and are subject to the Event Host’s provisions. Such risks include but are not limited to loose dogs, horses and other animals, unpredictable event activities that may cause unpredictable behavior from ponies and animals, etc. NATURES CONDITIONS include but are not limited to, earthquakes, fire, lightning, thunder, extremely heavy winds, rain, snow, sleet, hail, mud, etc. Event Attendee FREELY ASSUMES ANY ALL SUCH RISKS, INCLUDING THE RISK OF ANY NEGLIGENCE OF OWNERS.

_____/_____
INITIALS

RELEASE FROM LIABILITY AND COVENANT NOT TO SUE In consideration for being permitted to participate in horse related and animal related activities by Owner, EVENT ATTENDEE TO FOREVER DISCHARGE AND RELEASE FROM ANY LEGAL LIABILITY AND NOT TO SUE Trousdale Acres Tiny Hiney’s Travelin’ Farm, LLC or any of The Released Parties for any injuries or property damage caused by or resulting from any access to Owners ponies or farm animals, INCLUDING BUT NOT LIMITED TO INCIDENTS ARISING OUT OF OWNERS NEGLIGENCE.

_____/_____
INITIALS

INDEMNITY AGREEMENT Event Attendee agrees to INDEMNIFY AND HOLD HARMLESS OWNERS and/or The Released Parties against any and all claims, demands, actions, liabilities, losses, or suits that are brought against Trousdale Acres Tiny Hiney’s Travelin’ Farm, LLC and/or The Released Parties which are in any way connected with my/our participation in any of the Activities at any time and at any location, including claims that allege acts or omissions of The Released Parties that are negligent, in violation of The Equine Activities Liability Protection Act, or in violation of any other statute. This indemnification shall also include reimbursement of reasonable attorney fees incurred by the owner or by others on its behalf.

_____/_____
INITIALS

Alabama and Tennessee law (Whichever state event the said event is held in will be the presiding state) applies to this document, and I agree that this document shall be enforced to the greatest extent permitted by law. If any clause conflicts with applicable law, only that clause will be null and void but the remainder shall stay in full force and effect. I agree to pay any attorney fees and costs for Trousdale Acres Tiny Hiney’s Travelin’ Farm, LLC and/or the Released Parties to enforce this Agreement, and I agree to indemnify and hold harmless the Owner and the Released Parties for such fees and costs.

Parents or event host must supervise children at all times. Trousdale Acres Tiney Hiney’s Travelin’ Farm, LLC is not responsible for unsupervised children on the property.

Every rider under the age of 18 is REQUIRED TO WEAR A HELMET, no exceptions. Bring your own or wear one of our ASTM-standard/SEI-certified riding helmets that will be provided.

The minimum age of rider must be 3 years of age.

For the safety of the animals, piñatas near the petting zoo and pony rides are not allowed.

WARNING

Under Alabama and Tennessee law, an equine activity sponsor or 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 the Equine Activities Liability Protection Act.

By signing this agreement, you and your child are giving up certain legal rights, including the right to sue or recover damages in case of injury, death, emotional damage and/or property damage, for any reason. I have read this entire Release of Liability Document. I understand it is a promise not to sue and to release Trousdale Acres Tiny Hiney's Travelin' Farm, LLC and The Released Parties for any and all claims. I have made a free and deliberate choice to sign this Release and Waiver. I have assessed all risks involved and have concluded the release and waiver of liability is worth the risk.

Signature of Attendee Guardian if Rider/Attendee is Minor (Must be 18 Years of Age)

PHYSICAL ADDRESS _____ (_____) _____ - _____ PHONE

_____ CITY, STATE, ZIP

_____ E-Mail

Person(s) to Contact in Case of Emergency: Name: _____

Phone: _____ Relationship: _____

Any Known Allergies or Medical Conditions:
