

**TRUE WEST CAMPGROUND AND MERCANTILE, LLC.  
WAIVER AND RELEASE AGREEMENT**

**Please read carefully before signing. This is a release of liability and waiver of certain legal rights. This waiver shall be kept on file indefinitely.**

This agreement by and between True West Campground and Mercantile, LLC. (hereinafter referred to as True West) and the undersigned rider/camper (hereinafter referred to as "rider"), (or the undersigned rider's legal representative if such rider is a minor or does not otherwise have the legal capacity to contract), and South Fork Properties, Ricky Rains and Ricky Rains II, and Spruce Creek Trail Association is entered into for good and valuable consideration, the receipt and sufficiency of which the hereby acknowledged, and is subject to the following terms and conditions:

1. **TENNESSEE STATUTORY WAIVER AND WARNING** I, being the rider (or the undersigned rider's legal representative if such rider is a minor or does not otherwise have the legal capacity to contract), acknowledge that I have read the warning notice and signs on the premises, and I understand that under Tennessee laws 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 T.C.A. Section 44-20-101 and successive sections. "Equine" means horse and horse family.
2. **ASSUMPTIONS OF RISK, EXCLUSION, WAIVER, RELEASE OF ALL LIABILITY AND INDEMNITY** I, being the rider/camper (or the undersigned rider's legal representative if such rider is a minor or does not otherwise have the legal capacity to contract), acknowledge that I fully understand that horses, horse tack and equipment are unpredictable, and that association with them necessarily involves varying degrees of risk which I fully assume, including any risks of unpredictable behavior, unsafe terrain (including but not limited to dangers from high cliffs, sink holes, wild animals, snakes, etc.). I also acknowledge that horse-related activities may require good physical conditioning and a degree of skill and knowledge. I believe I have that good physical conditioning and the degree of skill and knowledge necessary for me to engage in these activities safely. I understand that I have responsibilities. My participation in these activities is purely voluntary. I hereby declare that I am assuming all risks of injury or loss of any kind in connection with activities on the premises of, or arriving from **True West** including such personal injury or losses, or damages to automobiles, campers, trailers, on or near the premises. I shall be solely responsible for any loss of any kind, including theft or property damage or loss, or medical treatment for injury from falls, horses, equipment, personnel and/or facilities of **True West** from any cause whatsoever, including negligence of any person whatsoever. I hereby release and waive any and all claims against **True West**, its lessees, lessors, proprietors, volunteers, employees, and agents thereof. Further, I hereby agree to indemnify and hold harmless **True West**, its lessees, lessors, proprietors, volunteers, employees, and agents thereof from any and all liability or responsibility that may result from any loss or injury to any person and any property damage whatsoever, including reasonable attorney's fees arising from my presence and that of my agents or my horses or my personal property on or near the proprietor's premises. The same holds true for South Fork Properties, Ricky Rains and Ricky Rains II
3. **PROPERTY/EQUIPMENT/HORSES** I warrant that all of my equipment is in good working order and that any horses I have brought are healthy and currently are properly immunized and have received a negative Coggins test.
4. **I PROMISE** to leave the premises in as good condition as I found them, particularly any camping site or stall I may use, and shall not litter or cause any destruction.
5. **TRUE WEST** not in the business of renting horses or equipment. In the event I am renting or borrowing any equipment or horses at **True West**, I understand that I am not renting from True West But rather from the individual or corporation who owns the equipment or horses. **True West** Makes no warranties as to the condition of the equipment or horses I am renting from any third party. I understand that **True West** Is only providing the use of its premises. If I should have any injuries or suffer any property loss as a result of rented horses or equipment, I shall not bring any claim against **True West**. I also agree that if I allow a third party to come to **True West** and ride one of my horses or use my equipment on the property, for any reason, I am assuming full responsibility for any injuries or losses suffered by said third party.

RIDER OR REPRESENTATIVE OF RIDER

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
(Signature)

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Print Name

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