

**Scots Ridge Farm, Maryville College and Equanimity, LLC**  
**March, 2024**

**RELEASE AND HOLD HARMLESS AGREEMENT**

**THIS IS A LEGAL DOCUMENT THAT INCLUDES A RELEASE OF LIABILITY - READ IT CAREFULLY BEFORE SIGNING**

Maryville College, as a tenant of Equanimity, LLC pursuant to that certain Lease Agreement dated June 29, 2020 and July 1, 2021, operates the Scots Ridge Farm located at 335 Roddy Branch Road, Rockford, Tennessee 37853 and has made available to the undersigned, or to a person designated by the undersigned, or both, all or a portion of the facilities of Scots Ridge Farm including, but not limited to, pastures, paddocks, trails, riding areas, stables, equipment, and horses. The undersigned, and such person designated by the undersigned, or whoever uses any portion of the facilities of Scots Ridge Farm with the permission of the undersigned, whether an adult or minor, shall be included in the term “rider” as used herein.

The term “Property” as used in this Release Agreement shall include the following: all real and personal property owned or occupied by, or leased to, or used by Scots Ridge Farm or rider; all property in the care, custody or control of Scots Ridge Farm or rider; all property as to which Scots Ridge Farm or rider are exercising physical control. The terms “Property” and “property” shall also include, among other things, all horses, and the term “horses” as used in this Release Agreement is intended to include all equines and animals of an equestrian nature including, but not limited to, stallions, geldings, mares, ponies, donkeys, mules, miniature horses, or otherwise.

The term “Purveyors” as used in this Release Agreement shall include the following persons: Christen Khym, Cate Biggs, Erin Buckley. Individuals and vendors designated as “Purveyors” may be adjusted per the needs of the Farm.

The undersigned represents and warrants to Equanimity, LLC, Scots Ridge Farm, Maryville College, and all of the other parties released by this Agreement that the rider has the ability and experience to safely engage in all of the equine activities in which the rider will engage in using the Scots Ridge Farm facilities or Property. Upon entering the premises of Scots Ridge Farm, or upon any use of Scots Ridge Farm facilities, or upon participation by rider in any horse shows or activities in which Scots Ridge Farm also participates, the undersigned hereby assumes full responsibility for the safety of rider and any Property owned by, leased to, rented to, or used by the undersigned.

The undersigned for themselves (himself or herself) and on behalf of their (his or her) insurers, hereby releases Equanimity, LLC, Scots Ridge Farm, and Maryville College, their employees, officers and directors, agents, legal representatives, successors, Purveyors and assigns from any and all claims, demands, obligations, liabilities, causes of action (except intentional acts), in any way related to the use of Scots Ridge Farm facilities or Property by rider including, but not limited to, riding of horses in the care, custody, or control of Scots Ridge Farm or horses or other property of the undersigned. The undersigned fully understands that rider uses the facilities and the Property of Scots Ridge Farm, Maryville College, and/or Equanimity, LLC at his or her own risk.

The undersigned agrees to hold Equanimity, LLC, Scots Ridge Farm and Maryville College, their employees, officers and directors, agents, legal representatives, successors, Purveyors and assigns harmless for each and every claim, demand, liability or other obligation which may be asserted by the undersigned and which may arise, or be connected with, loss, injury or damage relating to the use of Scots Ridge Farm facilities or Property by rider or relating to any horse show or activity in which rider and Scots Ridge Farm participate in any way. The undersigned agrees not to bring any action at law or equity against Equanimity, LLC, Scots Ridge Farm and/or Maryville College, their employees, officers and directors, agents, legal representatives, successors, Purveyors and assigns on behalf of the undersigned nor on behalf of a rider, whether a minor or an adult, arising from or relating to any injury connected with the use of the Property or other Scots Ridge Farm facilities or the care, custody or control thereof; and the undersigned shall defend Equanimity, LLC, Scots Ridge Farm and/or Maryville College, their employees, officers and directors, agents, legal representatives, successors, Purveyors and assigns against such actions brought by any other person with respect to rider’s use of the Property or other Scots Ridge Farm facilities, and indemnify Equanimity, LLC, Scots Ridge Farm and/or Maryville College, their employees, officers and directors, agents, legal representatives, successors, Purveyors and assigns for anything for which rider is responsible either alone or jointly and severally.

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It is fully understood that Equanimity, LLC, Scots Ridge Farm, and Maryville College, their employees, officers and directors, agents, legal representatives, successors, Purveyors and assigns do not represent or warrant the quality or character of any horse/equine or equipment furnished. It is understood that horseback riding or other participation in activities of Scots Ridge Farm may include substantial risk and bodily injury, property damage, and other dangers including, but not limited to, bodily injury, and/or death resulting from kicks and bites and falling from horse or horses falling on rider, being dragged by foot caught in stirrups or hands caught in reins or bridle, rider being thrown by horse, equipment failure, collision with horses or vehicles or other inanimate objects; and the undersigned hereby assumes all such risks.

In this Agreement the use of the singular shall include the plural and vice versa and the use of masculine, feminine and neuter terms shall include each other. Further, the term "Scots Ridge Farm" shall include Equanimity, LLC, Maryville College, their agents, servants, employees, Purveyors, officers and directors, landlords, lessors and any other legal or equitable owner or mortgage or security holder with respect to Scots Ridge Farm's Property or any of Scots Ridge Farm's facilities. Any reference to participation by rider shall include both personal participation and participation of any property of rider or the undersigned.

**Any person, equine, or other animal may be asked to leave the premises at any time for any reason. Reasonable notice will be provided when feasible. Any outstanding balance will be considered due upon departure.**

Persons designated or permitted by the undersigned shall be \_\_\_\_\_

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**PLEASE READ BEFORE SIGNING. AMONG OTHER THINGS, THIS DOCUMENT RELEASES SCOTS RIDGE FARM, MARYVILLE COLLEGE, EQUANIMITY, LLC, AND PURVEYORS FROM ANY LIABILITY RESULTING FROM USE OF SCOTS RIDGE FARM OR MARYVILLE COLLEGE HORSES AND OTHER FACILITIES.**

**Signatures:**

\_\_\_\_\_  
Participant (if an adult)

\_\_\_\_\_  
Participant (if an adult)

\_\_\_\_\_  
Parent or Guardian of Rider

\_\_\_\_\_  
Parent or Guardian of Rider

**Address:** \_\_\_\_\_

**Telephone Numbers:** \_\_\_\_\_

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

\_\_\_\_\_  
**Email Address:** \_\_\_\_\_

**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 or equine activities, pursuant to Tennessee Code Annotated, title 44, chapter 20.**