SHELBY FARMS PARK CONSERVANCY
GENERAL WAIVER, RELEASE AND INDEMNITY

I understand that as a user of Shelby Farms Park and/or participant in activities conducted at Shelby Farms Park or sponsored by Shelby Farms Park Conservancy ("SFPC"), I may be exposed to a variety of hazards and risks, foreseen and unforeseen. These inherent risks may result in injuries, damages and/or death, which can occur by natural causes or activities of other persons, animals or third parties, either as a result of negligence or because of other reasons.

In consideration for being allowed to participate in activities at Shelby Farms Park, including, without limitation, riding bicycles, running on and off trails, riding horses, operating equipment or participating in any other activity at or affiliated with Shelby Farms Park whether or not sponsored by SFPC, I hereby agree and understand as follows:

- On behalf of myself, my heirs and my personal representatives, I hereby forever release and discharge SFPC, it directors, officers, employees, agents, volunteers and affiliates (the "Released Parties"), from any and all liability arising out of my use of Shelby Farms Park and/or participation in any activities, including, without limitation, any of the activities listed above, conducted at Shelby Farms Park and/or sponsored by or affiliated with SFPC, including, without limitation, liability for any claims or causes of action whatsoever arising out of any damage, loss, or injury (including death), to me or to property owned by or in the custody of me while engaged in such activities.
- I further agree to assume the liability for, and to indemnify and defend SFPC from, any and all claims or damages for any sickness, personal injury, death, property damage or any other loss that may arise, either wholly or in part, out of any negligent, intentional or other act or omission by me in connection with any activities conducted at or engaged in by me at Shelby Farms Park and/or sponsored by or affiliated with SFPC, including those claims or damages that may arise out of the joint or concurrent negligence of a third party, the Released Parties, or any of them or which relate to a condition of the property of Shelby Farms Park or adjacent property.
- I consent to whatever medical care might be provided or available at Shelby Farms Park and to conform to and comply with all the rules and regulations of Shelby Farms Park and SFPC.
- I am further aware of the provisions of Tennessee Code Annotated title 44, chapter 20, that includes the following: 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 INHERRENT RISKS OF EQUINE ACTIVITIES, PURSUANT TO TENNESSEE CODE ANNOTATED, TITLE 44, CAHPER 20.
- This agreement is intended to be as broad and inclusive as is permitted by law. If any provision or any part of any provision of this agreement is held to be invalid or legally unenforceable for any reason, the remainder of the agreement shall not be affected thereby and shall remain valid and fully enforceable.
- I have read this agreement in its entirety and I freely and voluntarily assume all risk of any and all activities in which I may engage or in which may be conducted at or affiliated with Shelby Farms Park and notwithstanding such risks, I agree to use Shelby Farms Park and participate in activities conducted at or affiliated with Shelby Farm Park.