

**ASSUMPTION OF RISKS, RELEASE OF LIABILITY, WAIVER OF CLAIMS,
AND INDEMNITY AGREEMENT**

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE**

PLEASE READ CAREFULLY!

To: **King and Sonya Campbell and Topline Stables** (Referred to in this agreement as the “Provider”)

And to: ALL PROPERTY OWNERS (PRIVATE, FEDERAL, PROVINCIAL, REGIONAL AND MUNICIPAL)

On my behalf, and on behalf of any minor children participating in these activities, for whom I am legally responsible, I agree to the following:

ASSUMPTION OF RISKS

I am aware and understand that activities involving horses involve many risks, dangers and hazards, including, but not limited to the following:

1. Horses, which are powerful and potentially dangerous animals, may change their behaviour at any time and may, without warning, jump, run wildly, buck, rear, kick, bite, step on or run over people or things;
2. Horses may trip, stumble, slip or fall when being led, ridden, jumped or attended to, and horses may collide with other horses or objects;
3. Negligence (which means, in general terms, a failure to exercise ordinary or proper care) of other riders, and negligence of my or my child’s own failure to ride safely;
4. Equipment may fail;
5. Weather conditions can change and can sometimes be dangerous;
6. All terrain has certain risks associated with it including, but not limited to, exposed natural objects, holes, depressions, hummocks, trees, streams, creeks, wetlands and boggy areas, and the nature of the terrain can change;
7. The activities can sometimes be in remote areas and injuries or illness may occur and it may be a considerable distance to doctors, hospitals, or any other type of assistance; and
8. Negligence on the part of a PROPERTY OWNER AND/OR THE PROVIDER OR THEIR STAFF.

I am also aware that the risks, dangers and hazards referred to above exist throughout the trails, stable area, fields, cross country course, practice areas, arenas, roads and other unmarked areas. I understand and acknowledge that no amount of caution, experience or instruction can eliminate all of the risks involved and I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage and damages or loss resulting therefrom.

INITIALS

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RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Provider providing me or my child with use of their facilities and/or horse, and permitting me or my child use of their equipment, and/or other services and the Property Owners providing me or my child with the use of their property (hereinafter collectively referred to as “the Services”). I hereby agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I or my child have or may in the future have against a Property Owner or the Provider, and their directors, officers, employees, agents, representatives, and volunteers (all of the above whom are hereinafter collectively referred to as “THE RELEASEES”) and **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, injury or expense that I or my child may suffer, or that I or my child’s next of kin may suffer as a result of me or my child’s use of the Services or due to any cause whatsoever, **INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE OWED UNDER THE “OCCUPIERS LIABILITY ACT” ON THE PART OF THE RELEASEES.**
2. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any damage to the property of or personal injury to any third party resulting from me or my child’s use of the services;
3. This Agreement shall be effective and binding upon me or my child’s heirs, next of kin, executors, administrators, assigns and representatives in the event of me or my child’s death or incapacity;
4. This Agreement shall be governed by and interpreted in accordance with the Laws of the Province of British Columbia; and
5. Any litigation involving the parties of this Agreement shall be brought within the Province of British Columbia.

****ALL RIDERS must** wear protective head gear in the form of an ASTM (American Society for Testing and Materials) approved helmet and proper riding boots with a heel.

INITIALS

In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the Releasees other than what is set forth in this Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT, FROM THIS DAY FORWARD, I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I, MY CHILD, MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND/OR REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signed this _____ day of _____ 20_____.

Name Print clearly	Signature (parent or guardian must sign for children under the age of 19)	Date of Birth (dd/mm/yr)
		/ /

Witness Name	Witness Signature

**** THIS AGREEMENT MUST BE COMPLETED IN FULL, INITIALED, SIGNED, DATED, AND WITNESSED BEFORE ANY ACTIVITY WITH HORSES MAY BE UNDERTAKEN**