

**ASSUMPTION OF RISK, 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: Camberwell Stables

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 which I am legally responsible, I agree to the following:

ASSUMPTION OF RISKS

I am aware 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, may change their behavior at any time and may without warning jump, run wildly, buck, kick, or step on people or things.
2. Horses may collide with other horses or trip, stumble or fall even if being led, ridden, driven or attended to.
3. Negligence (which means in general terms a failure to exercise ordinary or proper care) of other riders or drivers me or my own child's own safety within me or my child's ability or within designated areas and trails
4. Equipment may fail.
5. Weather conditions can change and can sometimes be dangerous.
6. The nature of the terrain can change and has certain risks associated with it including, but not limited to exposed natural objects, trees, streams and creeks.
7. The activities can sometimes be in remote areas and injuries or illness may occur and it may be a considerable distance to doctors, hospital or any other type of assistance.
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 trail, stable, practice and other areas and many are unmarked. 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 such risks, dangers and hazards and the possibility of personal injury, death, property damage and damages or loss resulting there from.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the provider providing me or my child with their horse or other services and permitting me or my child's user of their equipment and other facilities 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 whom are hereinafter collectively referred to as "The releases") and to the release the releases from and all liability for any loss, damage, injury or expense that I or my child may suffer, or that my 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 STATUORY OR OTHER DUTY OF CARE INCLUDING ANY DUTY OF CARE OWNED 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 or of personal injury to any third party resulting from my 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 my 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 Ontario and;
5. Any litigation involving the parties this agreement shall be brought within the province of Ontario

**INITIALS**

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Please read and sign the reverse side of this page

PROTECTIVE HEAD GEAR AND RIDING BOOTS

1. **ALL** participants shall wear approved helmets, regardless of age or experience of the rider.
2. **ALL** participants shall wear proper footwear, consisting of a shoe or boot with a small heel.
3. **There will be no exceptions to these rules.**

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

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT 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.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed name \_\_\_\_\_ Witness \_\_\_\_\_

For Multiple family members

Name of Rider	Date of Birth	Signature (from parent or guardian if under age of 18)	Date	Witness initials

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