

**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 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 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, 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 safety within me or my child's ability or within designated areas and trails.
4. Equipment may fail.
5. Weather conditions can change and become dangerous.
6. The nature of 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 and illness may occur and it may a considerable distance to a doctor, hospital or any other type of assistance.
8. Negligence on the part of a **PROPERTY OWNER AND/OR THE PROVIDER OF 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 may be 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, hazards and the possibility of personal injury, death, property damages 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 the use 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 direction, officers, employees, agents, representatives and volunteers (all of whom are herein after collectively referred to as "The releases") and to the release the releases from any and all liability for any loss, damage, injury or expense that I or my child may suffer or that 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. INCLUDIGN NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF ANY STATUORY OR ANY OTHER DUTY OF CARE INCLUDIGN 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 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 Ontario.
5. Any litigation involving the parties, this agreement shall be brought within the province of Ontario.

PROTECTIVE HEADGEAR AND RIDING BOOTS

1. ALL participants shall wear approved helmets, regardless of age or experience
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 releases 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, HEIRS, NEXT OF KIN EXECUTORS, ADMINISTRATORS AND/OR REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signature _____ Date _____

Printed name _____ Student name _____