

Southlands Riding Club
RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
 BY SIGNING THIS YOU WILL WAIVE CERTAIN LEGAL
 RIGHTS, INCLUDING THE RIGHT TO SUE

PLEASE READ CAREFULLY

Initial

Last Name:	First Name:	
Address:	City/Prov/Ctry:	Code:
Telephone:	Email:	

TO: _____ (the “**OPERATOR**”) and its
Directors, Trustees, agents, representatives, employees, volunteers, independent contractors, subcontractors, sponsors, successors and assigns (collectively the “RELEASEES”)

DEFINITIONS

In this Agreement, the term "equestrian activities" shall include all activities, programs, events and services provided, sponsored, organized or hosted by the Operator including but not limited to: jumping, flat riding, loungeing, hand walking, driving and any and all other forms of mounted and un-mounted equestrian activities; use of equipment and facilities as provided by the Operator, including but not limited to jumping equipment, dressage fences and riding arenas .

ASSUMPTION OF RISKS

I am aware that my participation in equestrian activities involves many risks, dangers, and hazards, which could result in damage, loss or physical injury to me, as well as damage or injury to animals owned by me. Some of these risks, dangers and hazards include, but are not limited to:

- Health: the risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist
- Premises: defective, dangerous or unsafe condition of the facilities, falls, collisions with objects, equipment or persons
- Use of Equipment: mechanical failure of the equipment; negligent design or manufacture of the equipment; the provision of or the failure by the Releasees to provide any warnings, directions, instructions or guidance as to the use of the equipment, failure to use or operate the equipment within my own ability
- Advice: negligent advice regarding equestrian activities
- My conduct and conduct of other persons; I acknowledge that such conduct, including my negligence and negligence of other persons, including NEGLIGENCE ON THE PART OF THE RELEASEES, may increase the risk of damage, loss, personal injury or death. I understand that the Releasees may fail to safeguard or protect me from the risk dangers and hazards of equestrian activities, some of which are referred to above.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees, allowing me to participate in equestrian activities, use its equipment and facilities and providing its equine services and consultation, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against THE RELEASEES **AND TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense or injury including death that I may suffer or that my next-of-kin may suffer as a result of my participation in equestrian activities **DUE TO ANY CAUSE WHATSOEVER**, including but not limited to:

- Negligence on the part of the Releasees;
- Breach of contract by the Releasees;
- Breach of warranty on the part of the Releasees in respect of the design, manufacture, selection, installation, maintenance or adjustment of equipment;
- Breach of any statutory or other duty of care including any duty of care owed under the *Occupiers Liability Act*, R.S.B.C. 1996 c. 303, on the part of the Releasees; and
- Failure on the part of the Releasees to safeguard or protect me from the risks, dangers and hazards of equestrian activities, some of which are referred to in the Assumption of Risks section of this Agreement.

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage, loss, expense or injury to any third party resulting from my participation in equestrian activities.

3. Despite the risks, dangers and hazards of equestrian activities, and fully understanding such risks, dangers and hazards, I wish to participate in equestrian activities with the Operator, and I **FREELY ACCEPT AND FULLY ASSUME** all such risks, dangers and hazards and the possibility of personal injury, death, property damage and loss resulting there from.

4. This Agreement shall be effective and binding upon my heirs, next-of-kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.

SAFETY: I am familiar with the rules and regulations regarding the use of the facility. I am aware that there are staff available during office hours to answer any questions I may have as to the proper use of the facility.

In entering into this Agreement I am not relying on any oral, visual or written representations or statements made by the Releasees with respect to the safety of other than what is set forth in this Agreement.

INSURANCE: I am aware that the Releasees do not provide me with any disability, accident, liability or medical insurance or compensation, should I become injured or cause personal injury or property damage to any third party while participating in equestrian activities.

JURISDICTION: This Agreement and any rights, duties and obligation as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia, and I agree to attorn solely to the jurisdiction of the Courts of The Province of British Columbia. Any litigation involving the parties to this Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia

Signature:	Date:
Please Print Name	Witness: