



**PLEASE READ CAREFULLY**

**THE PARTICIPANT WAIVES CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE**

**If you have any questions, please ask them now.**

Please initial each paragraph to indicate you have read and understand it prior to participating in the activities. All participants are recommended to get medical approval before participating in the activities described below.

**RELEASE, ASSUMPTION OF RISK AND INDEMNITY**

**For Participants Over the Age of Majority (18 years old)**

The following Release, Assumption of Risk and Indemnity agreement are entered into by me,  
\_\_\_\_\_ (the "Participant")

*Print Name*

for the benefit of: \_\_\_\_\_ its directors, officers, employees, volunteers, business operators, agents and site property owners or lessees (collectively referred to as the "Host") and hereby declare as follows:

Without limiting the generality of the foregoing, "Equine Activities" referred to below includes spectating, orientation, instruction, activities, competitions, programs, and services as well as all activity involving an equine including but not limited to trail rides, pack trips, competitions, and riding instruction provided by the Host to the Participant.

Initial

1. I am aware and agree that there are inherent dangers, hazards and risks (collectively "Risks") which may result in injuries to the Participant associated with Equine Activities and that such injuries are a common occurrence while participating in Equine Activities. I am aware and agree that the Risks mean those dangerous conditions which are an integral part of Equine Activities, including but not limited to:
  - (a) the propensity of any equine to behave in ways that may result in injury, harm or death to persons on or around them, including the Participant, and to potentially collide with, bite or kick other animals, people or objects;
  - (b) the unpredictability of an equine's reaction to such things as sounds, sudden movement, tremors, vibrations, unfamiliar objects, persons or other animals and hazards such as subsurface objects;
  - (c) the potential for other participants to behave in a negligent manner that may contribute to injury to themselves or others, including failing to act within their abilities to maintain control over an equine;
  - (d) executing strenuous and demanding physical techniques, physical exertion, strenuous cardiovascular workouts, rapid movements and exerting and stretching various muscle groups;
  - (e) the failure to properly use any piece of equipment or any failure of equipment;
  - (f) physical contact with other participants;
  - (g) serious injury to any body part including, without limitation, abrasions, sprains, strains, fractures or dislocation, concussions, head injury; and spinal cord injury;
  - (h) travel to and from the Equine Activities; and
  - (i) the potential of contracting COVID-19 or any other contagious disease.

Initial

2. I am aware and agree that the Host does not assume responsibility for the death of or any injury to the Participant or for damages or loss or destruction of the Participant's person, equine, or other property, including, but not limited to, scrapes, sprains, cuts, bruises, broken



bones, concussions, brain injuries, maxiofacial injuries, internal bleeding or economic or emotional damage, howsoever arising, from the Participant's participation in the Equine Activities and that the Participant assumes full responsibility and risk for their participation in the Equine Activities.

Initial

3. I am aware that the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization and COVID-19 is extremely contagious. The Host has put in place preventative measures to reduce the spread of COVID-19; however, the Host cannot guarantee that I will not become infected with COVID-19. Further, participating in the Activities could increase my risk of contracting COVID-19.

Initial

4. I am aware of the inherent risks, dangers, hazards, and harms involved in Equine Activities, including but not limited to the Risks set forth above, and acknowledge and agree that I am voluntarily participating in the Equine Activities for recreational purposes.

Initial

5. I am aware and agree that the wearing of appropriate safety equipment during Equine Activities may minimize some of the Risks to the Participant and prevent injuries and that the Participant assumes full responsibility for procuring and wearing appropriate safety equipment during Equine Activities.

Initial

6. I understand and agree that although the Host may have taken steps to reduce the Risks and increase the safety of the Equine Activities, it is not possible for the Host to make the Equine Activities completely safe. I accept these Risks and agree to the terms of this Release, Assumption of Liability and Indemnity even if the Host is found to be negligent or in breach of any duty of care or any obligation to me in my participation in Equine Activities.

Initial

7. In addition to the consideration given to the Host for my participation in Equine Activities, sufficiency of which is hereby acknowledged, I agree:

- (a) to waive, release, and forever discharge the Host from all liability to the Participant for any and all losses, costs, expenses, judgments, executions, actions, causes of actions, suits, debts, dues, damages, liabilities, obligations, covenants, contracts, guarantees, agreements, claims, arrangements, demands, fines, penalties and demands of every kind and nature (including, without limitation, those specifically referred to in this paragraph and including legal fees) the Participant may have at law or in equity howsoever arising in respect of or arising from or as a result of, the Participant's participation in the Equine Activities (collectively, the "**Claims**").
- (b) to save harmless and keep indemnified the Host from and against all Claims, howsoever caused, arising out of or in connection with the Participant's participation in the Equine Activities and notwithstanding that the same may have been contributed to or occasioned by the negligence or tortious act of the Host or their officers, agents, employees and other representatives;

Initial

8. In consideration of the Host allowing the Participant to participate in the Equine Activities, the Participant agrees:

- (a) that when I practice or train in my own space, I am responsible for my surroundings and the location and equipment that I select;
- (b) that my mental and physical condition is appropriate to participate in the Equine Activities and I assume all risks related to my mental and physical condition;
- (c) to comply with the rules and regulations for participation in the Equine Activities;
- (d) to comply with the rules of the facility or equipment;
- (e) that if I observe an unusual significant hazard or risk, I will remove myself from participation and bring my observations to a representative of the Host immediately;



- (f) the risks associated with the Equine Activities are increased when I am impaired and I will not to participate if impaired in any way;
- (g) that it is my sole responsibility to assess whether any Equine Activities are too difficult for me. By commencing an Equine Activity, I acknowledge and accept the suitability and conditions of the Activity;
- (h) that I have accurately and honestly completed the “Declaration of Compliance – COVID 19” form and
- (i) that I am responsible for my choice of safety or protective equipment and the secure fitting of that equipment.

Initial

9. I understand and agree that this Release, Assumption of Risk and Indemnity is to be binding upon the Participant and the Participant’s heirs, executors, administrators and assigns;

Initial

10. I understand and agree that this Release, Assumption of Risk and Indemnity is the entire agreement with respect to the matters set forth herein and shall be construed in accordance with and governed by the laws of the province of Saskatchewan and the federal laws of Canada;

Initial

11. I agree that if any such provision of this Release, Assumption of Risk and Indemnity is held or rendered illegal or unenforceable, it shall be considered separate and severable from this Release, Assumption of Risk and Indemnity and the remaining provisions shall remain in force and bind the parties as through the illegal or unenforceable provision had never been included; and

Initial

12. I confirm that I am a legal resident of Canada and as of the date hereof, am at least eighteen (18) years of age. I confirm that I have read this Release, Assumption of Risk and Indemnity, fully understand its contents and confirm that it is a true and accurate statement of the facts contained herein and understand that I have given up substantial rights by signing it and have signed it freely and without inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law.

\_\_\_\_\_  
**Signature of Participant**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print name of Participant

\_\_\_\_\_  
Print name of Witness

\_\_\_\_\_  
Emergency Contact Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Emergency Contact Phone Number