

## RELEASE, WAIVER & INDEMNITY

DATE: \_\_\_\_\_  
FULL NAME OF CHILD: \_\_\_\_\_

AGE OF CHILD: \_\_\_\_\_ years

I,

\_\_\_\_\_  
Full Name (please type or print)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Municipality

\_\_\_\_\_  
State/Province

\_\_\_\_\_  
Zip/Postal Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email address

hereby represent to ENDURANCE RIDERS OF ALBERTA ASSOCIATION (Corporate Access Number 503477655) (hereinafter referred to as "Endurance Riders of Alberta"):

- (a) that I am the parent or guardian of the child named above;
- (b) that the said child is the age stated above; and
- (c) that my child has no infirmity and no medical condition which would be exacerbated by his or her participating in activities involving equines.

In consideration of Endurance Riders of Alberta's permitting my child to participate in activities involving equines, and other good and valuable consideration (the sufficiency and receipt of which is hereby acknowledged) I hereby agree with Endurance Riders of Alberta as follows:

### DEFINITIONS AND INTERPRETATION

- (1) In this Agreement:
  - (a) the word "equine" means a horse, a pony, a mule, a donkey or a hinny;
  - (b) the words "my child" means the child described above; and
  - (c) the phrase "participate in activities involving equines" means feeding, grooming, affixing tack to, training, assisting in the medical treatment of, driving, riding or being a passenger upon, an equine.
- (2) Where a word or an expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings.

### ASSUMPTION OF RISK

- (3) I understand that participation in activities involving equines involves inherent risks and dangers of accidents, property loss or damage, serious personal and bodily injury, death, and severe social and economic losses, which may result not only from my child's own actions, inactions or negligence, but from the actions, inactions, or negligence of others.
- (4) I acknowledge and agree that participation in activities involving equines will expose my child to dangers, including, but not limited to:
  - (a) the propensity of an equine to behave in ways that may result in injury, harm, or death to persons on or around them;
  - (b) the unpredictability of an equine's reaction to sounds, sudden movements, unfamiliar objects, persons, or other animals;
  - (c) the tendency of equines to walk under trees or other objects, to brush against objects, and thereby to dislodge or to crush riders;
  - (d) collisions with other animals or with objects; and
  - (e) being bitten, kicked, thrown, knocked down or trampled upon.
- (5) I understand that the terrain over which my child may travel while riding or being a passenger on an equine might have many hidden and unforeseen natural dangers (such as trees, tree wells and tree stumps, creeks, rocks, forest deadfall, depressions, crevasses, cliffs and water ruts), and might also contain man-made hazards and risks, such as fences, mine shafts, logging debris, logging equipment, and artificial road or trail barriers. I understand further that my child may encounter dangerous wild animals such as cougars, bears, elk or moose. Communications in the terrain over which my child may travel while riding or being a passenger on an equine may be difficult and in the event of an accident, rescue and/or medical treatment may be seriously delayed, or not available. Weather conditions may be extreme, and capable of changing rapidly, without notice, making travel hazardous. I appreciate that there may be other risks not known to Endurance Riders of Alberta or not reasonably foreseeable at this time.

(6) I understand and I have considered and evaluated the nature, scope, and extent of the risks involved, and I voluntarily and freely choose to assume the risks inherent in exposing my child to them.

#### RELEASE FROM LIABILITY, INDEMNITY AND COVENANT NOT TO SUE

(7) I hereby remise, release and forever discharge Endurance Riders of Alberta, its affiliates, directors, officers, members, employees, agents and insurers (hereinafter referred to as "the releasees") of and from all manner of claims (including claims of gross negligence), actions, causes of action, suits, and any other liability of any kind arising from my child's injury or death, from damage to my or my child's property, or from the injury or death of any other person, directly or indirectly arising out of or in connection with my child's participation in activities involving equines.

(8) I will not institute any civil proceedings or initiate any claim, lawsuit or court action against the releasees, or any of them, nor join or assist in the prosecution of any claim for money or other damages which anyone may have on account of injuries (including death), losses, or damages sustained by my child or others in connection with my child's participation in activities involving equines, and I hereby waive any right I may have to do so. This means that I cannot sue to hold the releasees, or any of them, responsible for any injuries, losses or damages that I or my child may experience, even if it is due to the negligence, gross negligence or other fault of the releasees. I waive my insurer's right to make a claim against the releasees based on payments by my insurers to me or on my child's behalf for any reason. This means my insurers have no right of subrogation.

(9) I will hold harmless, indemnify, and reimburse the releasees, and each of them, from and against any and all costs or expenses (including legal fees, disbursements and the taxes exigible thereupon) incurred by any of the releasees or paid by them, or any of them, to any person (including me or my insurers) in connection with any accident, injury (including death), loss, or damage sustained by my child or by any other person in connection with my child's participation in activities involving equines. This means that I will reimburse the releasees, and each of them, if anyone makes a claim against them, or any of them based on injuries, losses, or damages that my child or any other person may suffer as a result of my child's participation in activities involving equines. Any releasee may compromise any claim, demand, action or expense, and any such compromise shall be binding upon me and included as a loss covered by this indemnity, provided that the same was made by that releasee in the reasonable belief that he/she/it was liable for the amount disbursed, or that such payment or compromise was reasonable in all the circumstances. Where any of the losses referred to in this paragraph have been quantified or are quantifiable it shall not be necessary for that releasee actually to pay out monies to any person in advance of his/her/its making demand upon or commencing an action against me for indemnity hereunder. A releasee shall be at liberty to assign the proceeds of this indemnity to any claimant or judgment creditor without notice to me, and any such assignee shall have the right to commence a proceeding to recover judgment against me in the assignee's own name without the necessity of joining the assigning releasee as a plaintiff to such proceeding.

#### INSURANCE

(10) I understand that Endurance Riders of Alberta is not providing any insurance of any nature or kind to me or to my child, and that if I desire insurance coverage I must obtain it myself.

#### APPLICABLE LAW

(11) This instrument shall be governed by and shall be construed in accordance with both the procedural and the substantive laws of the Province of Alberta, Canada, to the exclusion of the law of any other jurisdiction. I agree: (a) that any cause of action which arises in respect of the construction and/or the performance of my covenants herein contained have arisen or shall be deemed to have arisen in the Province of Alberta; and (b) to accept and to attorn to the jurisdiction of the Alberta Court of Queen's Bench. I agree that no resort shall be taken to any other court or tribunal in any other jurisdiction.

(12) This instrument contains the entire understanding between me and Endurance Riders of Alberta relating to the subject matters hereof, and supercedes all representations, warranties and agreements, whether oral or written, which antedate it.

(13) Should any portion of this instrument be held to be invalid or unenforceable by any court of competent jurisdiction, then: (a) for the purposes of the interpretation and enforcement of this instrument each paragraph, sub-paragraph and clause hereof shall be deemed to be a separate provision and to be severable; and (b) the invalid or unenforceable provision shall be severed from and shall be deemed not to be a part of this instrument, but such severance shall in no way affect any of the remaining provisions hereof or cause the same to be void.

#### LEGAL ADVICE

(14) I acknowledge having received Endurance Riders of Alberta's recommendation to obtain legal advice regarding this instrument, and I have either obtained such advice or have elected not to obtain such advice.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Driver's licence province/state of issuance and number