

ASSUMPTION OF RISKS, 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 **Old Orchard Farm** (referred to in this agreement as the “provider”) 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 whom I am legally responsible, I agree to the following. I am aware and understand that activities involving these horses many involve many risks, dangers and hazards, including but not limited to the following:

1. Horses, which are powerful and potentially dangerous animals, may change their behaviour at any time and may without warning, jump, run wildly, buck, kick, bite or step on people or things.
2. Horses may collide with other horses or objects or trip, stumble or fall even if being led, ridden or attended to.
3. Negligence (which means, in general terms, a failure to exercise ordinary or proper care) of other riders or my or my child’s own failure to ride safely, within my or my child’s ability or with 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, hospitals, or any other type of assistance, and
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 or other areas and many are unmarked. I understand and acknowledge that no amount of caution or experience of instructor can eliminate all of the risks involved and I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damages and damages or loss resulting therefrom. (Initials) _____

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 my or my child’s use of their equipment and other facilities and the Property Owners providing me or my child with the use of their property (hereinafter collective referred to as “the Services”) I hereby agree as follows:

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 who are hereinafter collectively referred to as “THE RELEASEES”) and TO RELEASE THE RELEASEES from any and all liability for loss, damage, injury or expense that I or my child’s next of kin may suffer as a result of my or my child’s use of the services or due to any cause whatsoever INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE OWNED UNDER THE “OCCUPIERS LIABILITY ACT’ ON THE PART OF THE RELEASEES.

TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to the property of or personal injury to any third party resulting from my or my child’s use of the services

1. This Agreement shall be effective and binding upon my or my child’s death or incapacity
2. The Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and
3. Any litigation involving the parties the Agreement shall be brought within the Province of Ontario (Initials)
4. In entering into this agreement, I am not relying upon any oral or written representations 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 THA TBY SIGINGG THIS AGREEMENT FROM THIS DAY FORWARD I AM WAVING CERTAIN LEGAL RIGHTS WHICH I, MY CHILD, MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND/OR REPRESENTATIVE MY HAVE AGAINST THE RELEASEES.

Signed this _____ day of _____ 2016

	Name	Date of Birth	Signature of Customer/Guardian	Date	Witness
1					
2					
3					
4					

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