



ASSUMPTION OF RISKS, RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT. BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS INCLUDING THE RIGH TO SUE. PLEASE READ CAREFULLY.

TO: SILVER SPUR SADDLE CLUB (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:

ASSUMPTIONS OF RISKS:

I AM AWARE AND UNDERSTAND THAT ACTIVITIES INVOLVING HORSES INVOLVES MANY RISKS, DANGERS AND HAZARDS, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

1. HORSES ARE POWERFUL AND POTENTIALLY DANGEROUS ANIMALS THAT MAY CHANGE THEIR BEHAVIOUR AT ANY TIME WHICH MAY CAUSE THEM TO WITHOUT WARNING RUN, JUMP, BUCK, KICK, BITE, STEP ON OR RUN INTO PEOPLE OR THINGS;
2. HORSES MAY COLLIDE WITH OTHER HORSES OR OBJECTS, TRIP, STUMBLE OR FALL EVEN WHILE BEING LED, RIDEN, OR ATTENDED TO;
3. NEGLIGENCE, IN GENERAL TERMS A FAILURE TO EXERCISE ORDINARY OR PROPER CARE, OF OTHER RIDERS OR OF MY CHILD'S ABILITY TO RIDE SAFETY WHILE ON GROUNDS OR ANY AREA DESIGNATED FOR USE OF SILVER SPURS SADDLE CLUB;
4. EQUIPMENT MAY FAIL AT ANY TIME
5. WEATHER CONDITIONS CAN CHANGE AND CAN SOMETIMES BE DANGEROUS
6. THE NATURE OF THE TERRAIN MAY CHANGE AND HAS CERTAIN RISKS ASSOCIATED WITH IT INCLUDING, BUT NOT LIMITED TO, EXPOSED NATURAL OBJECTS, UNEVEN FOOTING, HOLES, TREES, AND MAY BE UNMARKED.
7. THE ACTIVITIES CAN SOMETIMES BE IN A REMOTE AREA AND INJURIES AND ILLNESS MAY OCCUR AND IT MAY BE CONSIDERABLE DISTANCE TO DOCTORS, HOSPITALS OR OTHER FORMS OF ASSISTANCE.
8. 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 ALL RISKS, DANGERS, AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE 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 AND OTHER SERVICES AND PERMITTING MY OR MY CHILD'S USER 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 DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, AND VOLUNTEERS (ALL OF WHOM ARE HEREINAFTER COLLECTIVELY REFERRED TO AS “THE RELEASEES” AND TO RELEASE THE REALEASEES FROM ANY AND ALL LIABILITY FOR LOSS, DAMAGE, INJURY, OR EXPENSE THAT I OR MY CHILD MAY SUFFER, OR THAT MY 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 INCLUDING ANY DUTE OF CARE OWNED UNDER THE "OCCUPIERS LIABILITY ACE" 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 OF OR PERSONAL INJURY TO ANY THIRD PARTY RESULTING FROM MY OR MY CHILD'S USE OF THE SERVICES;
3. THIS AGREEMENT SHALL BE EFFECTIVE AND BINDING UPON MY CHILD'S HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES IN THE EVEN OF MY OR MY CHILD'S DEATH OR INCAPACITY;
4. THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE PROVINCE ONTARIO; AND
5. ANY LITIGATION INVOLVING THE PARTIES THIS AGREEMENT SHALL BE BROUGHT WITH THE PROVINCE OF ONTARIO.

INITIALS: _____

I UNDERSTAND THAT IN ORDER TO PARTICIPATE IN ACTIVITIES WITH SILVER SPURS SADDLE CLUB I AM REQUIRED TO ADHERE TO A DRESS CODE THAT IS OUTLINED IN THE SILVER SPURS SADDLE CLUB BYLAWS INCLUDING AND NOT LIMITED TO THAT, IF I OR MY CHILD IS UNDER 18 YEARS OF AGE OR YOUNGER THEY ARE REQUIRED TO WEAR A PROTECTIVE HELMET AND THAT ALL RIDERS OF ALL AGES ARE REQUIRED TO WEAR PROPER FOOTWEAR.

I AM OVER 18 YEARS OF AGE AND I DECLINE TO YEAR A HELMET: _____
(INITIALS)

I ACKNOWLEDGE THAT A JUDGE MAY ONLY BE PRESENT FOR OUR PERFORMANCE EVENTS AND IN SITUATIONS WHERE A DECISION OR CALL IS REQUIRED IT WILL BE THE RESPONSIBILITY OF A QUORUM OF WHATEVER EXECUTIVE MEMBERS PRESENT TO MAKE THE DECISIONS THE JUDGE WOULD NORMALLY MAKE IF PRESENT AND THAT THE WORD OF THE QUORUM OF EXECUTIVE MEMBERS IS FINAL.

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 THAT BY SIGNING THIS AGREEMENT, FROM THIS DAY FORWARD, I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I, MY CHILD, MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND OR REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

SIGNED THIS _____, DAY OF _____, 20____.
(MONTH) (CURRENT DATE) (YEAR)

NAME OF MEMBER(S)	DATE OF BIRTH	SIGNATURE OF MEMBER	INTIAL OF WITNESS

