

# HORSES R COOL

RIDING SCHOOL LTD.



## ASSUMPTION OF RISKS - CHILD WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

**WARNING: BY SIGNING THIS DOCUMENT YOU WILL FOREVER AFFECT YOUR AND YOUR CHILD'S LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE**

**PLEASE READ CAREFULLY!**

TO: HORSES R COOL RIDING SCHOOL LTD. ("HORSES R COOL")

NAME OF CHILD (PRINT): \_\_\_\_\_

NAME OF PARENT(S) (PRINT): \_\_\_\_\_

ADDRESS OF PARENT(S): \_\_\_\_\_

### ASSUMPTION OF RISKS

I am aware that **the sport or recreation of HORSEBACK RIDING has many inherent and other risks**, including but not limited to:

- a) a horse, regardless of its training and past behaviour, may act or react unpredictably at times based upon many factors, including instinct or fright;
- b) there are many natural and man-made hazards including rocks, gopher holes, cliffs, trees, wild animals or fences, **ANY OF WHICH CAN CAUSE SERIOUS INJURY TO A RIDER;**
- c) other hazards include impact or collision with natural objects, other riders or horses; negligence of other riders, impact or collision with the ground; failure of equipment; failure to ride safely or within a rider's own ability; and failure to respect the horse's limitations; and
- d) back country trail rides involve additional risks and dangers, some of which include: weather, which can be extreme, and can change rapidly without warning; remote locations in natural and mountainous terrain, where natural hazards abound, and where participants may become lost or separated from their guide; rescue and communication can be difficult; and medical treatment may be unavailable.

**I HAVE DISCUSSED WITH AND EXPLAINED TO MY ABOVE-NAMED CHILD THE FOREGOING RISKS. I AND MY CHILD FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS (BOTH LEGAL AND PHYSICAL), DANGERS AND HAZARDS, WHETHER KNOWN OR UNKNOWN, and the possibility of personal injury, death, property damage or loss, resulting from them.**

**I HAVE READ AND DISCUSSED WITH MY CHILD THE NEED TO ABIDE BY THE RULES AND REGULATIONS, INCLUDING DIRECTIONS AND INSTRUCTIONS FROM HORSES R COOL EMPLOYEES, VOLUNTEERS AND ADMINISTRATORS IMPOSED WHILE PARTICIPATING IN ACTIVITIES AT HORSES R COOL FACILITIES OR WHILE BEING TRANSPORTED BY ANY TRANSPORTATION ORGANIZED BY HORSES R COOL.**

### WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of Horses R Cool allowing my above-named child to participate in the sport or recreation of Horseback Riding as offered by Horses R Cool, and to utilize its facilities and services, I agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against Horses R Cool, and its members, officers, directors, employees, volunteers, agents, independent contractors, insurers, successors and assigns (all of whom are hereinafter collectively referred to as "the Releasees") as a result, directly or indirectly, of my child's participation in the sport or recreation of Horseback Riding, or use of Horses R Cool facilities or services;
2. TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury or expense that I may suffer, or that my family may suffer, as a result, directly or indirectly, of my above-named child's participation in the sport or recreation of Horseback Riding, use of Horses R Cool facilities or services, or while being transported by any transportation organized by Horses R Cool, due to any cause whatsoever INCLUDING NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS' LIABILITY ACT, RSA 1980, c. 0-3 AS AMENDED, ON THE PART OF THE RELEASEES;
3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any loss, damage, injury or expense suffered by any other person or by my above-named child, as a result, directly or indirectly, of that child's participation in the sport or recreation of Horseback Riding, use of Horses R Cool facilities or services, or while being transported by any transportation organized by Horses R Cool, due to any cause whatsoever, as set out in paragraph 2 above;
4. This Agreement applies to all my child's activities at Horses R Cool, whether in the near or distant future, and to all activities occurring at Horses R Cool, whether or not directly related to the sport or recreation of Horseback Riding, and this Agreement need not be brought to my attention each time my child utilizes Horses R Cool facilities or services to be effective; and
5. 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.

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 I AND MY CHILD ARE WAIVING CERTAIN LEGAL RIGHTS WHICH WE MAY HAVE AGAINST THE RELEASEES AND I AM ACCEPTING CERTAIN RESPONSIBILITIES PURSUANT TO THE RELEASE. I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.**

Signed this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Witness \_\_\_\_\_

Signature of Parent \_\_\_\_\_

Witness \_\_\_\_\_

Signature of Parent \_\_\_\_\_

This agreement must be completed in full (without any alterations), signed, dated and witnessed before the child may utilize any Horses R Cool facilities or services.