



Cowichan Therapeutic Riding Association

at Providence Farm

1843 Tzouhalem Rd., Duncan, B.C. V9L 5L6

ACKNOWLEDGMENT OF RISK AND RELEASE OF LIABILITY

WARNING: THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS. READ IT CAREFULLY!

I am a **Participant over the age of Majority (19)** in the Province or Territory of British Columbia, in which the Equine Activities are Provided by the Host

I am the **Parent/Guardian of a Participant under the age of majority (19)** in the Province or Territory of British Columbia, in which the Equine Activities are Provided by the Host

The Participant* Must Read and Understand this Waiver Prior to Participating in Equine Activities

* Note: The "participant" indicates any person engaging in activities at Cowichan Therapeutic Riding Association, whether program participant, volunteer, or other.

The following waiver of all claims, release from all liability, assumption of all risks, agreement not to sue and other terms of this agreement are entered into by me (the Participant or Parent/Guardian) with and for the benefit of The Cowichan Therapeutic Riding Association and The Vancouver Island Providence Community Association of 1843 Tzouhalem Road, Duncan, BC, Canada, its directors, committee officers, employees, volunteers, business operators, agents and site property owners or lessees (collectively the "Host"). Without limiting the generality of the foregoing, "Equine Activities" includes but is not limited to trail rides, stable management activities, horse handling, and riding instructions provided by the "Host" to the Participant.

Initial Each Item below after Reading and Understanding each item:

_____ 1. I, (the Participant or Parent/Guardian), am aware that there are inherent dangers, hazards and risks (collectively "Risks") associated with "Equine Activities" and injuries resulting from these "Risks" are a common occurrence. I, (the Participant or Parent/Guardian), am aware that the "Risks" of "Equine Activities" 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 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.

_____ 2. I, (the Participant or Parent/Guardian), freely accept and fully assume all responsibility for all "Risks" and possibilities of personal injury, death, property damage or loss resulting from my participation in "Equine Activities".

_____ 3. I, (the Participant or Parent/Guardian), agree that although the "Host" has 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, (the Participant or Parent/Guardian), accept these "Risks" and agree to the terms of this waiver 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".

_____ 4. In addition to consideration given to the "Host" for my participation in "Equine Activities", I, (the Participant or Parent/Guardian), and my heirs, next of kin, executors, administrators and assigns (collectively my "Legal Representatives") agree:

- (a) to waive all claims that I have or may have in the future against the "Host";
- (b) to release and forever discharge the "Host" from all liability for any personal injury, death, property damage, or loss resulting from my participation in the equine activity due to any cause, including but not limited to negligence (failure to use such care as a reasonably prudent and careful person would use under similar

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circumstances), breach of any duty imposed by law, breach of contract or mistake or error in judgment of the "Host"; and (c) to be liable for and to hold harmless and indemnify the "Host" from all actions, proceedings, claims, damages, costs demands, including court costs and costs on a solicitor and own client basis, and liabilities of whatsoever nature or kind arising out of or in any way connected with my participation in "Equine Activities".

_____. 5. I, (the Participant or Parent/Guardian), agree that this waiver and all terms contained herein are governed exclusively and in all respects by the laws of the Province or Territory of Canada in which the "Equine Activities" are provided by the "Host". I, (the Participant or Parent/Guardian), hereby irrevocably submit to the exclusive jurisdiction of the courts of that Province or Territory of Canada and I, (the Participant or Parent/Guardian), agree that no other court can exercise jurisdiction over the terms and claims referred to herein. Any litigation to enforce this waiver will be instituted in the Province or Territory of Canada in which the "Equine Activities" are provided by the "Host".

_____. 6. I, (the Participant or Parent/Guardian), confirm that I have had sufficient time to read and understand this waiver in its entirety. I understand that this agreement represents the entire agreement between myself and the "Host", and it is binding on myself and my "Legal Representatives".

Please Print Clearly

Over the Age of Majority Participant

Participant Name _____ Date of Birth _____

Address _____ City _____ Province __ Postal _____

(Signature of Participant): _____

Signed this ____ day of _____, 20____

Under the Age of Majority Participant

Participant Name _____ Date of Birth _____

Address _____ City _____ Province __ Postal _____

Parent Guardian Name _____

(Signature of Parent/Guardian of Participant): _____

Signed this ____ day of _____, 20____

Witness to Signing and Initialing (Print Name): _____

(Signature of Witness): _____

Signed this ____ day of _____, 20____

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