

CORONAVIRUS (COVID-19) ACKNOWLEDGEMENT WAIVER AND ASSUMPTION OF RISK

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING
THE RIGHT TO SUE OR CLAIM COMPENSATION**

PLEASE READ CAREFULLY!

SIGNATURE OF PARTICIPANT

Name <small>PRINT CLEARLY</small>	Last	First	Middle Initial
Address	Street	E-Mail Address	
	City	Prov./State	Country
			Postal/Zip Code

TO: Tanya Hardy, Lochside Lane Equestrian Ltd. and their directors, officers, employees, instructors, agents, representatives, independent contractors, subcontractors, sponsors, successors and assigns (collectively referred to herein as “**the Releasees**”)

In this Waiver and Release Agreement:

The term “**Equestrian Activities**” means all equine related activities, events or services provided, arranged, organized, conducted, supervised, sponsored or authorized by the Releasees including but not limited to: boarding of horses, riding lessons, the use of horses owned or leased by the Releasees; the use of the Releasees’ Premises, facilities and equipment, riding clinics, riding competitions of all kinds, riding or training of horses by the Releasees, transport of horses by the Releasees and all other activities, events and services in any way connected with or related to the Equestrian Activities.

The term “**Premises**” means 7225 Puckle Road, Saanichton, British Columbia, V8M 1W4.

ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS RELATING TO COVID-19

1. I am currently not experiencing COVID-19 symptoms nor have I had COVID-19 symptoms in the last 14 days.
2. I have not travelled outside of Canada or in an area under a travel health advisory in the last 14 days.
3. I have not provided care or had close contact with any person with COVID-19 or with any person reasonably suspected of having COVID-19 or with any person who travelled outside of Canada in the last 14 days or with any person who travelled in an area under a travel health advisory in the last 14 days.
4. I represent and warrant to the Releasees that I have not been advised by the Government of Canada, British Columbia Public Health, or a doctor or the British Columbia Ministry of Health/Centre for Disease Control website to self-isolate due to possible exposure to COVID-19.
5. I am fully aware of the risks and hazards with respect to COVID-19 inherent in my attendance at the Premises and participation in Equestrian Activities at the Premises.
6. I freely and voluntarily agree to assume the risk with respect to COVID-19, including the risk of death, illness, bodily injury or property damage, regardless of severity, that I may sustain as a result of my participation in the Equestrian Activities or attendance at the Premises, howsoever arising, including, but not limited to, **NEGLIGENCE ON THE PART THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF COVID-19.**

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS WITH RESPECT TO COVID-19 ASSOCIATED WITH EQUESTRIAN ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, ILLNESS, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM

INITIAL HERE

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the RELEASEES agreeing to my participation in Equestrian Activities and permitting my use of their services, Premises, equipment, equines, and facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the RELEASEES AND TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury, including illness and death, that I may suffer or that my next of kin may suffer, as a result of COVID-19, DUE TO ANY CAUSE WHATSOEVER, INCLUDING 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, ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE MANY RISKS, DANGERS AND HAZARDS OF COVID-19

INITIAL HERE

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any and all liability for any property damage, loss or personal injury to any third party resulting from contracting COVID-19 as a result of my participation in Equestrian Activities and/or attendance at the Premises;
3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my illness, death or incapacity;
4. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of that province.

In entering into this Release Agreement I am not relying on any oral or written representations or statements made by the Releasees, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING IT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I MAY HAVE AGAINST THE RELEASEES.

Signed this _____ day of _____, 20_____.

Witness – sign and print name clearly

Signature of Participant (Parent/Legal Guardian to sign if minor participant)