

RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
(hereinafter referred to as the “Indemnity Agreement”)

BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING
THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT AND CREATE AN
OBLIGATION TO INDEMNIFY US

PLEASE READ CAREFULLY!

SIGNATURE OF PARTICIPANT

Parent Name	Last	First	Middle Initial
Child Name	Last	First	Middle Initial
Address	Street		E-Mail Address
	City	Prov./State	Country
			Postal/Zip Code

TO: Lochside Lane Equestrian Ltd., Tanya Hardy, and their directors, employees, instructors, agents, representatives, independent contractors, subcontractors, sponsors, successors and assigns (all of whom are hereinafter referred as “the Releasees”)

DEFINITION

In this Indemnity 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.

REQUIRED EQUIPMENT

The participant will wear an approved safety helmet at all times while participating in Equestrian Activities while mounted on any equine.

MINOR & PARENT/GUARDIAN ASSUMPTION OF RISKS

We are aware that the Equestrian Activities involve risks, dangers and hazards and injuries resulting from Equestrian Activities are a common occurrence. The risks, dangers and hazards include but are not limited to: the propensity of equines 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; the unpredictability of an equine’s reaction to such things as sounds, sudden movement, tremors, vibrations, unfamiliar objects, persons or other animals; the potential for others involved in Equestrian Activities 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; and NEGLIGENCE ON THE PART THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME/MY CHILD FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN EQUESTRIAN ACTIVITIES.

WE ARE AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH EQUESTRIAN ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM

INITIAL HERE

PARENT/GUARDIAN INDEMNITY AGREEMENT, RELEASE AND WAIVER OF CLAIMS

In consideration of the RELEASEES agreeing to my child’s participation in Equestrian Activities and permitting my child’s 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 INDEMNIFY and to SAVE and HOLD HARMLESS the RELEASEES from any litigation expense, legal fees, liability, damage, award or cost, of any form or type whatsoever, they may incur due to any claim made against them by or on behalf of my child, whether the claim is based on the fault of the Releasees or otherwise.
2. 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 death, that my child may suffer or that I or my child’s my next of kin may suffer, as a result of my child’s participation in Equestrian Activities, 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 MY CHILD FROM THE MANY RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN EQUESTRIAN ACTIVITIES

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 my child’s participation in Equestrian Activities;
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 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 with respect to the safety of participating in the Equestrian Activities, 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	Signature of Child	Signature of Parent/Guardian
Please print name clearly	Please print name clearly	Please print name clearly