

## WAIVER OF LIABILITY

Read this document completely before signing. Its effect is to release Ivan Leblanc and/or Sherry Morland, family members, and/or employees (from this point on referenced as Albannach acres) from any liability resulting from your participation in the activities set forth below and waives all claims from damages or losses against Albannach acres.

Albannach Acres will not be held liable for any accident, injury, loss, damage, sickness to and/or death of a rider and/or participant in equine activities resulting from the inherent risks (permanently existing or a part of) of equine activities and/or to any damage to and/or loss of riders' personal property. Horses, young and old, react differently and unpredictably, in different situations and environments. I, the rider, and/or parent(s) and/or legal guardian(s), understand the risks involved in the equine sport, including, but not limiting to, the handling, grooming, saddling and unsaddling, and riding of horses. Rider, parent(s) and/or legal guardian(s), understand that there are risks, inherent and otherwise, involved with equine activities and released Albannach Acres from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by the rider and/or participant, or to any property belonging to the rider and/or participant, whether caused by the negligence of the releasee, or otherwise, while participating in said equine activities or while on the premises where the equine activity is being conducted.

Safety is a concern for everyone, but Albannach Acres does not assume responsibility for it. Albannach Acres promotes horse and rider safety precautions and horse and equipment safety checks. Safety precautions will include, but not be limited to, safety checks of the horse and equipment, proper headgear and foot gear, and safety procedures while handling, grooming, saddling/unsaddling, and riding.

I, the rider and/or participant, am fully aware of the risks and hazards connected with the participation in equine activities. I, the rider and/or participant, voluntarily agree to assume full responsibility for any and all risks of loss, personal property damage, or personal injury, including death, that may be sustained by the rider or participant involved in or arising from rider's and/or participant's use of or presence on the property and facilities where the equine activity is being conducted. I, the rider and/or participant, elect to voluntarily participate in said equine activities or while on the premises where the equine activity is being conducted.

If an accident, injury, and/or sickness will occur, I give my permission to Albannach Acres to treat, or call for medical attention, and/or authorize emergency treatment if necessary, if the parent(s) and/or legal guardian(s) cannot be reached. Albannach Acres will not be held liable for any accident, injury, loss, damage, sickness to and/or death of a rider and/or participant that might arise out of or in connection with such authorized emergency medical treatment. The rider and/or participant has no health related reason or problem that would preclude or restrict participation in these equine related activities. Rider, and/or parent(s) and/or legal guardian(s),

is/are responsible for full and complete insurance coverage on the rider, participant, and/or personal property. Rider, parent(s) and/or legal guardian(s), have adequate health insurance necessary or the financial capability to provide for and pay any medical costs that may be incurred as a result of injury.

I/we, the rider, parent(s) and/or legal guardian(s), further agree to indemnify and hold harmless Albannach acres from any loss, liability, damage or costs, including court costs and attorneys' fees, that they may incur due to participation in any equine activity. It is my expressed intent that this Release and Hold Harmless Agreement shall bind the members of my family and spouse, if any, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a release, waiver, discharge and covenant not to sue Albannach acres. This Waiver of Liability and Hold Harmless Agreement shall be considered in accordance with the laws of the Province of Ontario.

I, the rider and/or participant, am fully aware of the risks and hazards connected with the participation in equine activities. I, the rider and/or participant, voluntarily agree to assume full responsibility for any and all risks of loss, personal property damage, or personal injury, including death, that may be sustained by the rider or participant involved in or arising from rider's and/or participant's use of or presence on the property and facilities where the equine activity is being conducted.

I, the rider and/or participant, elect to voluntarily participate in said equine activities or while on the premises where the equine activity is being conducted.

**In signing this release, I acknowledge and represent that I have read and understood this Waiver of Liability and Hold Harmless Agreement, have had any explanation to the provisions contained within this Waiver explained upon request, understand it and sign it voluntarily as my free act and deed.**

Rider/Participant's Signature

Date

Address

Phone Number

**If rider/participant is under the age of 18, both (if applicable) of his/her parent or legal guardians must also sign:**

I (We), (printed name) \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, am (are) the parent(s) or legal guardian(s) of the participant who has signed above. I have read and understand the provisions of this document. I consent to participation in the equestrian activities at Albannach. I (we) fully enter into and agree to the above Waiver of Liability, and I (we) assume the risk involved in an equine sport, will not sue, and will hold harmless Albannach Acres.

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Parent or Legal Guardian's Signature

Date

Address

Phone Number

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Parent or Legal Guardian's signature

Date

Address

Phone Number

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IN CASE OF AN EMERGENCY AND PARENT OR LEGAL GUARDIAN CANNOT BE REACHED,  
CONTACT:

Name

Relationship

Address

Phone Number