

## WAIVER

**WARNING: By signing this document you will waive certain legal rights including the right to sue. Please read this document carefully.**

### Assumption of Risk:

I, \_\_\_\_\_ understand and acknowledge that participation in equine activities at Carousel Ridge by myself or any of my children (individually, the "Participant"), including, without limitation, the following activities:

- a) the use of the arenas provided (ie: indoor, outdoor, Grand Prix field);
- b) the use of any riding paths or trails;
- c) the use of the barn, paddocks, or walker
- d) the use of helmets, saddles, bridles or any other equipment provided by anyone;
- e) the use of any of the horses on this property owned by anyone, whether kept on the property or brought to the property for use;
- f) taking riding lessons or clinics; and
- g) the observation of equine activities

has many inherent risks resulting from dangers and conditions that are an integral part of participating in equine activities. These risks include but are not limited to:

- a) the unpredictable behavior of horses, however caused;
- b) the unpredictable reaction of horses to their environment, including sounds, sudden movement, objects, persons or other animals;
- c) natural hazards, such as uneven footing, rocks, holes, trees;
- d) collision with horses, objects, persons, dogs or other animals;
- e) the failure of equipment, however caused; and
- f) the action or inaction of other participants.

I understand and acknowledge that these risks may result in injury or death to the Participant or to other persons or may result in damage to property, including injury or death to the Participant's horse, and that these risks exist regardless of the skill level of the Participant. I also understand and acknowledge that the failure to wear or use proper equipment, including a **riding helmet and proper footwear**, increases the possibility that these risks may result in injury or death to the Participant.

**On behalf of myself as a Participant and/or as parent or guardian of children who are Participants, I hereby freely accept and fully assume all risks, dangers and hazards, including the possibility of injury to or death of myself or my children, property damage or other loss, resulting from the participation in equine activities at Carousel Ridge by myself or my children.**

**Release of liability, waiver of Claims and Indemnity Agreement:**

In consideration for participating in equine activities at Carousel Ridge, I agree as follows on behalf of myself and/or as parent or guardian of minor Participants:

1. to hereby waive any and all claims that I have or may have in the future against Carousel Ridge; or the employees, agents, Volunteers, or contractors of Carousel Ridge (collectively, the "Parties");
2. to hereby release all of the Parties from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer, as a result of the participation in equine activities at Carousel Ridge by any Participant, including minor Participants, due to any cause whatsoever, including negligence, breach of contract, breach of any statutory or other duty of care, including any duty of care owed under the Occupier's Liability Act, R.S.A. 1980 c. O-3 as amended from time to time, on the part of any of the Parties;
3. to hereby hold harmless and indemnify all of the Parties from any and all liability for any damage to the property of, or personal injury to, any third party resulting from the participation in equine activities by any Participant, including minor Participants; and
4. that 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 on any oral or written representations or statements made by any of the Parties other than what is set forth in this Agreement.

**I have read and I understand this Agreement. I am aware that by signing this Agreement I am waiving certain legal rights that I or my children or our respective heirs, next of kin, executors, administrators, representatives and assigns may have against any one or all of the Parties.**

SIGNED in the County of Strathcona, Sherwood Park, in the Province of Alberta, this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Signature of Participant or Parent/Guardian

\_\_\_\_\_  
Name of Participant or Parent/Guardian