



## MEMBERSHIP FORM

[www.mesmetchosin.com](http://www.mesmetchosin.com)

**MES is a Non-Profit Society which oversees and maintains the District of Metchosin Municipal Riding Ring and surrounding grounds.**

**Members participate in local trail development and maintenance, organize trail rides, horse shows, clinics, lectures and/or demonstrations.**

**MES represents the interest of horse owners to the District of Metchosin.**

**Required Forms & Waivers found at:** <https://mesmetchosin.com/membership-1>

Name: \_\_\_\_\_ Junior Birth Date: \_\_\_\_\_ (18 & under as of Jan 1 of current yr.)

Address: \_\_\_\_\_ City: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Contact Phone #: \_\_\_\_\_ E- mail: \_\_\_\_\_

Parent/Guardian Name (print): \_\_\_\_\_ Parent/Guardian Signature: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**Fees:**  \$15 - Junior - non-voting Current HCBC # / Capri Policy #: \_\_\_\_\_

**If Junior member is also a Coach:**

\$50 – Equine Coach – voting

Copy of Coach Certification – attached

Yes  No

Copy of Coach Insurance Policy – attached

Yes  No

Your coaches name (if applicable): \_\_\_\_\_

### Please Scan or email digital copy (No phone photos!)

E-mail documents and E-transfer fees to: mesmembers@gmail.com

Completed documents and/or cheques Mail to: Metchosin Equestrian Society

MES Membership

c/o 4809 Eales Road

Victoria, BC, V9C 4E1

# ACKNOWLEDGMENT OF RISK AND RELEASE OF LIABILITY

(AR-0103)

For Participants Under the Age of Majority in the Province or Territory in which the Equine Activities are Provided by the Host

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

## The Parent/Guardian Must Read and Understand this Waiver Prior to Infant Participating in Equine Activities

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 on behalf of the Infant Participant named below with and for the benefit of: **METCHOSIN EQUESTRIAN SOCIETY** its directors, officers, employees, volunteers, business operators, agents, and site property owners or lessees (the "Host"). Without limiting the generality of the foregoing, "Equine Activities" includes but is not limited to trail rides, pack trips or riding instruction provided by the "Host" to the Infant Participant.

### Initial Each Item below after Reading and Understanding each item:

1. I am the Parent/Guardian of the Infant Participant and am executing this waiver on behalf of the Infant Participant in my capacity as Parent/Guardian and with the intent that his waiver be binding on myself and the Infant Participant for all legal purposes.
2. I am aware that there are inherent dangers, hazards and risks ("Risks") associated with "Equine Activities" and injuries resulting from these "Risks" are a common occurrence. I 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:  
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;  
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; and  
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.
3. I freely accept and fully assume all responsibility for all "Risks" and possibilities of any and all personal injury, death, property damage or loss resulting from the Infant Participant's participation in "Equine Activities".
4. I 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 accept these "Risks" and agree to the terms of this waiver on behalf of the Infant Participant, even if the "Host" is found to be negligent or in breach of any duty of care or any obligation to myself or the Infant Participant in the Infant's participation in "Equine Activities".
5. In addition to consideration given to the "Host" for the Infant Participant's participation in "Equine Activities", I and my heirs, next of kin, executors, administrators and assigns, as well as the Infant Participant and his/her heirs, next of kin, executors, administrators and assigns (collectively our "Legal Representatives") agree:  
to waive all claims that the Infant Participant has or may have in the future against the "Host";  
to release and forever discharge the "Host" from all liability for personal injury, death, property damage, or loss that I, the Infant Participant, or our "Legal Representatives" might suffer as a result of the Infant Participant's participation in "Equine Activities" 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 circumstances), breach of any duty imposed by law, breach of contract or mistake or error in judgment of the "Host"; and  
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 the Infant's participation in "Equine Activities".
6. I 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 hereby irrevocably submit to the exclusive jurisdiction of the courts of that Province or Territory of Canada and I 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".
7. I 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 the "Host", myself as Parent/Guardian, and the Infant Participant, and it is binding on myself, the Infant Participant and our "Legal Representatives".

### Please Print Clearly

Infant Participant's Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ Province \_\_\_\_\_ Postal \_\_\_\_\_

Parent/Guardian's Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ Province \_\_\_\_\_ Postal \_\_\_\_\_

\_\_\_\_\_  
(Signature of Parent/Guardian of Infant Participant) Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_



District of Metchosin  
4450 Happy Valley Road, Victoria, BC V9C 3Z3  
Telephone: 250-474-3167 Fax: 250-474-6298  
www.metchosin.ca

Revised Dec 2024

**Equestrian Riding Ring**

**Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement Waiver must be completed in full or waiver is NOT valid**

**PLEASE PRINT CLEARLY or TYPE**

**By signing this document you will waive certain legal rights, including the right to sue for damages and injuries suffered as a result of using the premises.**

**Please read carefully**

Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

HCBC # or Insurance Policy # \_\_\_\_\_

In consideration of the District of Metchosin permitting me to use the Equestrian Riding Ring:

I agree that I will indemnify and save harmless the District of Metchosin, its officers, employees and volunteers, and the Metchosin Equestrian Society and its directors, members and volunteers (herein collectively called "The Releasees) from and against any and all claims whatsoever, including all damages, liabilities, expenses, costs, including legal or other fees, incurred in respect of any such claims or any actions or proceedings brought thereon arising directly or indirectly from or in connection with my use of the Equestrian Riding Ring, which includes the riding ring, bleachers and concession (Herein called the "Premises").

I release the Releasees from any and all claims including damages, liabilities, expenses, costs, including legal or other fees that I now have or may have in the future including claims of negligence or gross negligence by the Releasees, or any of them, breach of contract, such duty of care owed under either common law or statute, including any applicable occupiers liability legislation arising out of my use of the premises.

I agree that none of the Releasees have made any warranties or representations respecting the suitability or condition of the premises.

I understand that horseback riding is an inherently risky activity and I freely assume full responsibility for my own personal safety while I am horseback riding at the premises. I further understand that activities or programs offered by a riding instructor, volunteer, or volunteer group are not the responsibility of the District of Metchosin.

I understand that I must either

- Be a current member of the Horse Council of BC to use the riding ring and I give permission to the District of Metchosin to confirm this membership annually; or
- Hold an insurance policy for horse-related activities with a minimum \$5 million liability insurance and \$30,000 AD&D covering me and my students (if any)

**I declare that I have read, understood and agree to this release.**

Participant Signature: \_\_\_\_\_

Declared before this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

## **Parental Consent for Minor Participant and Indemnity Agreement**

**PLEASE TYPE OR PRINT CLEARLY**

### **Must be signed by Parent/ Guardian of all Applicants Under 19 yrs**

I have read and understood the above waiver, release and indemnity, and have discussed the same with the minor person signing above. I am satisfied the said minor understands the waiver and release and his/her obligations as set out. In consideration of the participation of my minor child/ward I too agree to waive, release and indemnify the Releasees in the terms set out above and in particular I agree to save harmless and indemnify the Releasees from any claim brought against any of them by my minor child/ward.

*I am aware that by signing this agreement I am waiving substantial legal rights, which my minor child/ward and I, our respective heirs, executors, administrators and next of kin may have against the Releasees.*

Date of Birth of Minor: \_\_\_\_\_

Parent/Guardian Name (please print name): \_\_\_\_\_

Today's Date: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_