

RELEASE FORM: VON DOELER'S RANCH
Please Read Carefully!

Participant Name: _____ Date of Birth: _____

Address: _____ City: _____ Province: _____

Postal Code/Zip: _____ Email: _____

Phone # (_____) _____ How did you hear of us: _____

On my behalf, and on behalf of any minor children participating in these activities, for whom I am legally responsible, I agree to the following:

ASSUMPTION OF RISKS

I am aware and understand that activities involving these horses involve many risks, dangers and hazards, including, but not limited to the following:

1. Horses, which are powerful and potentially dangerous animals, may change their behaviour at any time and may, without warning, jump, run wildly, buck, kick, or step on people or things.
2. Horses may collide with other horses or objects or trip, stumble or fall even if being led, ridden, or attended to.
3. Negligence (which means, in general terms, a failure to exercise ordinary or proper care) of other riders or my or my child's own failure to ride safely, within my or my child's ability or within designated areas and trails.
4. Equipment may fail.
5. Weather conditions can change and can sometimes be dangerous.
6. The nature of the terrain can change and has certain risks associated with it including, but not limited to, exposed natural objects, trees, streams and creeks.
7. The activities can sometimes be in remote areas and injuries or illness may occur and it may be a considerable distance to doctors, hospitals, or any other type of assistance.
8. Negligence on the part of a PROPERTY OWNER AND/OR THE PROVIDER OF THEIR STAFF. I am also aware that the risks, dangers and hazards referred to above exist throughout the trail, stable, practice and other areas and many are unmarked. I understand and acknowledge that no amount of caution, experience or instruction can eliminate all of the risks involved and I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage and damages or loss resulting there from.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Provider providing me or my child with their horse or other services and permitting my or my child's user of their equipment, and other facilities and the Property Owners providing me or my child with the use of their property (hereinafter collectively referred to as "The Services"), I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I or my child have or may in the future have against a Property Owner or the Provider and their directors, officers, employees, agents, representatives, and volunteers (all of whom are hereinafter collectively referred to as "THE RELEASES") and TO RELEASE THE RELEASES from any and all liability for any loss, damage, injury or expense that I or my child may suffer, or that my or my child's next of kin may suffer as a result of my or my child's use of the service or 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 OWNED UNDER THE "OCCUPIER'S LIABILITY ACT" ON THE PART OF THE RELEASES.
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASES from any and all liability for any damage to the property of or personal injury to any third party resulting from my or my child's use of the services.
3. This agreement shall be effective and binding upon my or my child's death or incapacity.
4. This agreement shall be governed by and interpreted in accordance with the laws of the province of Ontario: and
5. Any litigation involving the parties this Agreement shall be brought within the Province of Ontario.

In entering into this Agreement, I am not relying upon any oral or written representation or statements made by the Releases other than what is set forth in this agreement.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT, FROM THIS DAY FORWARD, I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I, MY CHILD, MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND/OR REPRESENTATIVES MAY HAVE AGAINST THE RELEASES.

_____ (Signature of Participant if over 18)

For participants who are under the age of 18 years I hereby assume full responsibility for all liabilities of the above named participant:

_____ (Print Name of Parent/Guardian if Participant is under 18)

_____ (Signature of Parent or Guardian)

Signed this ____ day of _____, 2018

I, _____ (print name) am declining the offered ASTM certified riding helmet provided for my safety.

I acknowledge any and all risks associated without wearing a safety helmet as stated above.

SIGNATURE

ASSUMPTIONS OF RISKS, RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT
BY SIGNING THIS AGREEMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE.