



Fallbrook Trail Ranch

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Assumption of Risks, Release of Liability, Waiver of Claims and Indemnity Agreement

Please Read Carefully!

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. I understand that the concessionaire reserves the right to refuse any person it judges to be incapable of meeting the rigors and requirements of participating in such activities. I acknowledge that I have not taken any drugs, alcohol and/or medication and that I have no injuries or illness that would affect my ability to ride a horse;
2. Horses may collide with other horses or objects or trip, stumble or fall even if being led, ridden or attended to properly;
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 the 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; and
8. Negligence on the part of a property owner and/or the provider, or 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 therefrom.

Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration of the concessionaire providing me or my child with their horse or other services and permitting my or my child's use 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 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 concessionaire, and their directors, officers, employees, agents, representatives, and volunteers (all of whom are hereinafter collectively referred to as "THE RELEASEES") and TO RELEASE THE RELEASEES 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 services or due to any cause whatsoever, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OR CARE INCLUDING ANY DUTY OF CARE OWED UNDER THE "OCCUPIERS LIABILITY ACT" ON THE PART OF THE RELEASEES; and
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damages to the property of or personal injury to any third party resulting from my or my child's use of the services; and
3. This Agreement shall be effective and binding upon my or my child's heirs, next of kin, executors, administrators, assignees and representatives in the event of my child's death or incapacity; and
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

Protective Head Gear & Riding Boots

1. Proper riding footwear is required by all persons, regardless of age, participating in any horse related activities.
2. All Minors (horseback riders under 18 years of age) are required to wear protective head gear in the form of a high impact helmet and proper riding footwear.
3. IT IS HIGHLY RECOMMENDED THAT ALL HORSEBACK RIDERS OF ANY AGE WEAR A HIGH IMPACT HELMET.
4. I (we) decline to wear a helmet(s).

In entering into this Agreement, I am not relying upon any oral or written representations 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, ASSIGNEES AND OR REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.