

Claddagh Stables

Waiver and Release of Liability Form

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

By signing this document you will waive certain legal rights, including the right to sue.

On my behalf and on the 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 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 behavior at any time and may without warning, jump, run wildly, kick, bite or step on people or things;
2. Horses may collide with other horses 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 child's own failure to ride safely, within my or my child's ability or within designated areas;
4. Equipment may fail;
5. Weather conditions can change and sometimes may be dangerous;
6. 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 of 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 riding and other services and permitting me 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 hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I or my child have or may have in the future against Claddagh Stables and directors, officers, employees, agents, representatives and volunteers (all of whom are hereinafter 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 mine or

my child's use of the Services or due to any cause whatsoever, INCLUDING NEGLIGENCE, BREECH OF CONTRACT, OR BREECH OF ANY STATUTORY OR OTHER DUTY OF CARE INCLUDING ANY DUTY OF CARE OWNED UNDER THE "OCCUPIERS LIABILITY ACT" ON THE PART OF THE RELEASEES;

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to the property of or personal injury to any third party resulting from mine or my child's use of the services;
3. This Agreement shall be effective and binding upon my or my child's heirs, next of kin, executors, administrators, assigns and representatives in the event of 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 of this Agreement shall be brought within the Province of Ontario.

PLEASE READ CAREFULLY.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY CHILD, OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

Signed on this _____ day of _____, 20____

Rider Name (Please print) _____ Date _____

Parent Name (if rider under 18) _____

Parent Signature _____ Date _____