

**IMPORTANT: THIS DOCUMENT WILL AFFECT YOUR LEGAL RIGHTS AND LIABILITIES INCLUDING THE RIGHT TO SUE.**

**PLEASE READ CAREFULLY BEFORE SIGNING.**

**Municipal District of Foothills No. 31, the DeWinton Riding Club and \_\_\_\_\_ Pony Club**

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

I \_\_\_\_\_, on behalf of myself and the minors that I am legally responsible for, \_\_\_\_\_ (the "Minors") (collectively, the "User" ), irrevocably agree as a condition precedent at all times to my/our presence upon or use at any time, of any or all of the facilities of the **MUNICIPAL DISTRICT OF FOOTHILLS NO. 31** and the **DEWINTON RIDING CLUB** located at Plan 9111054, having the municipal address of 20070 DeWinton Riding Club Road East, Municipal District of Foothills No. 31, Alberta (the "Lands"), including but not limited to the club house, structures, buildings, washrooms, kitchen, sidewalks, walkways, riding arenas, pens, roads, parking facilities located in and upon the Lands, and any facilities where any activity or function sponsored by or held upon the Lands (collectively the "Riding Facilities"), whether for my/our own purpose, as invitee(s) of the DeWinton Riding Club and/or the \_\_\_\_\_ Pony Club and/or as a member of the DeWinton Riding Club and/or member of the \_\_\_\_\_ Pony Club or as part of a function or activity whether or not such function or activity is sponsored, sanctioned or supported by the DeWinton Riding Club and/or the \_\_\_\_\_ Pony Club, to hereby make the acknowledgements and to grant the waiver and indemnity set out below, in addition to any other consideration which I/we may or may not have provided or agreed to provide to the DeWinton Riding Club, the \_\_\_\_\_ Pony Club and the Municipal District of Foothills No. 31. In this document, the above USER is referred to as I/we, me/us or the USER.

**IN CONSIDERATION OF THE PERMISSION GRANTED TO ME/US TO ENTER UPON AND MAKE USE OF THE AFOREMENTIONED RIDING FACILITIES (THE RECEIPT, SUFFICIENCY AND ADEQUACY OF WHICH I DO HEREBY ACKNOWLEDGE). I, THE UNDERSIGNED FOR AND ON BEHALF OF MYSELF, AND THE MINOR(S), AND FOR MY HEIRS, EXECUTORS AND ADMINISTRATORS, DO HEREBY:**

**A. ACKNOWLEDGE AND AFFIRM THAT:**

1. There may be horses and other animals present at the Riding Facilities at any or all times which may pose risks or hazards to my/our personal safety and/or the safety of my/our horse(s);
2. Participating in equestrian recreational activities involves the inherent risk of personal injury to myself/ourselves and/or injury to my/our horse(s) including the possibility of death;
3. In entering upon or using the Riding Facilities I/we do so at my/our sole and absolute risk, notwithstanding that I/we may or may not be familiar with any or all aspects of equestrian recreational activities or the risk and hazards associated therewith;
4. While on or using the Riding Facilities I/we are absolutely and solely responsible for our own conduct, safety and well-being as well as the conduct, safety and well-being of my/our horse(s) and any guest (including without limitation the Minor(s));
5. While at the Riding Facilities I/we will follow all warnings and instructions posted or given to me/us and I/we will practice horsemanship, horse management and riding practices and behaviours to protect ourselves and those around me/us and minimize the risk of injury or harm to ourselves or others;
6. It is the USER'S sole responsibility to read and understand and that I have read, understood and agreed to execute this Release, Waiver and Indemnity Agreement on behalf of myself and the Minor(s) as a condition to obtaining access to and the Riding Facilities and the activities, services and facilities contained and provided therein.
7. I FREELY AND VOLUNTARILY ASSUME ALL RISKS OF LOSS, DAMAGE, INJURY OR DEATH TO MY/OUR PERSON(S), MY/OUR HORSE(S) AND MY/OUR PROPERTY THAT MAY BE SUSTAINED IN CONNECTION WITH ANY ACTIVITIES CONDUCTED AT THE RIDING FACILITIES.

INITIAL AS READ PART A: \_\_\_\_\_

**B. WAIVE AND RELEASE** the Municipal District of Foothills No. 31, the DeWinton Riding Club, and the \_\_\_\_\_ Pony Club together with their respective elected officials, directors, officers, employees, volunteers, members, representatives and agents from any and all claims, demands, damages, actions arising whether directly or indirectly from or in consequence of any and all losses, injury (including loss of life) and/or damage to the person and/or property, including but not limited to horse(s), of the USER suffered, sustained or incurred during, in connection with or as a result of my/our presence at or use of the Riding Facilities, or while attending or participating in activities associated or connected with the DeWinton Riding Club, the Riding Facilities, or the \_\_\_\_\_ Pony Club due to any cause whatsoever including without limitation the negligence, gross negligence, breach of any statutory or other duty of care including but not limited to any duty pursuant to the *Occupiers Liability Act*, R.S.A 2000 Chapter O-4 and the *Municipal Government Act*, R.S.A. 2000 Chapter M-26, as amended, wilful misconduct of the Municipal District of Foothills No. 31, the DeWinton Riding Club and/or the \_\_\_\_\_ Pony Club, together with their respective elected officials, directors, officers, employees, volunteers, representatives, clients, customers, suppliers, members or agents, or the negligence or wrongdoing of other participants, **AND ON BEHALF OF MYSELF, AND THE MINORS I HEREBY WAIVE ANY AND ALL CLAIMS** against the Municipal District of Foothills No. 31, the DeWinton Riding Club and the \_\_\_\_\_ Pony Club, together with their elected officials, directors, officers, employees, volunteers, members representatives and agents for damages, costs and expenses ( including legal expenses ) which I/we may have sustained or incur in connection with or arising directly or indirectly in any way from my/our presence at or use of the Riding Facilities, or while attending or participating in activity associated or connected with the Riding Facilities, without limitation, all damages, costs and expenses arising from (a) the provision of services or instruction of any kind; (b) the provision of insurance or lack thereof; and

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INITIAL AS READ PART B : \_\_\_\_\_

**C: COVENANT** and agree to promptly indemnify and hold the Municipal District of Foothills No. 31, the DeWinton Riding Club and the \_\_\_\_\_ Pony club and their respective elected officials, directors, officers, employees, volunteers, members, representatives and agents harmless from and against any and all liabilities, claims, demands, actions, causes of action, judgments (including judgments for costs), costs or expenses (including legal expenses) which the Municipal District of Foothills No. 31, the DeWinton Riding Club, the \_\_\_\_\_ Pony Club or their elected officials directors, officers, employees, volunteers, members, representatives or agents may suffer sustain or incur as a result of any injury, loss, harm, disability or damage of any nature or kind whatsoever that may result from the participation or use of the Riding Facilities by the User or any guest or invitee of the User.

I acknowledge, on behalf of myself and the Minors, that the execution and delivery of this Release Waiver and Indemnity Agreement is required as a condition precedent of the Municipal District of Foothills No. 31, the DeWinton Riding Club and the \_\_\_\_\_ Pony Club granting access to the Riding Facilities and use thereof. I further acknowledge and agree, on behalf of myself and the Minors, that the Municipal District of Foothills No. 31, the DeWinton Riding Club and/or the \_\_\_\_\_ Pony Club reserves the right not to proceed with granting access to the Riding Facility or to otherwise discontinuing access to the Riding Facility at any time.

I warrant and represent to the Municipal District of Foothills No. 31, the DeWinton Riding Club and the \_\_\_\_\_ Pony Club that I have authority to sign this RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT on behalf of myself, the Minors, my heirs, my executors, and administrators.

INITIAL AS READ PART C: \_\_\_\_\_

If any part of this document shall be unenforceable, the portion, which is unenforceable, shall be served and the balance of this document shall remain in full force and effect. Without limiting the generality of the foregoing, if the Release on behalf of myself and the minors shall be deemed to be unenforceable, the aforesaid Indemnities shall nevertheless remain in full force and effect.

I HAVE READ THIS RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT ON BEHALF OF MYSELF AND THE MINORS PRIOR TO SIGNING IT AND I UNDERSTAND IT. I FUTHER UNDERSTAND THAT BY SIGNING THIS DOCUMENT, I AM AFFECTING THE LEGAL RIGHTS OF MYSELF, THE MINORS, MY HEIRS, EXECUTORS, ADMINISTRATORS AND MY NEXT OF KIN. I DECLARE THAT I AM SIGNING THIS DOCUMENT VOLUNTARILY AND OF MY OWN FREE WILL, INTENDING MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW ON BEHALF OF MYSELF AND THE MINORS. IF ANY PORTION OF THIS AGREEMENT IS LATER FOUND TO BE INVALID OR UNENFORCEABLE, IT IS AGREED THAT THE BALANCE OF THE AGREEMENT SHALL CONTINUE IN FULL LEGAL FORCE AND EFFECT.

**I ACKNOWLEDGE THAT A COPY OF THIS DOCUMENT WILL BE MADE AVAILABLE TO ME IF I REQUEST IT.**

The provisions of this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement shall survive my/our use of the Riding Facilities.

Signature of User: \_\_\_\_\_ Signature of Witness: \_\_\_\_\_

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

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