

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

PLEASE READ CAREFULLY

INITIAL

Name of participant		Birthdate
Address		Postal code

To: S.E.V.A. Saskatchewan Equestrian Vaulting Association ("OPERATORS") and ALL PERSONS, FIRMS, CORPORATIONS OR ENTITIES WHO PROVIDE OR MAKE AVAILABLE FACILITIES, PREMISES OR SERVICES FOR THE OPERATORS, and their respective directors, officers, employees, agents, coaches, volunteers, independent contractors, subcontractors, representatives, successors and assigns (hereinafter collectively the "RELEASEES")

DEFINITIONS

In this agreement the term "EQUESTRIAN ACTIVITIES" shall include all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by the OPERATORS and shall include, but is not limited to: equestrian vaulting and all activities related thereto ("vaulting activities"), including performing gymnastic routines on practice barrels and/or on a moving horse, mounting and dismounting a moving horse, using equipment suitable to vaulting, all demonstrations and events, orientational and instructional courses, seminars and sessions and all matters related thereto and all other equestrian activities of all types, including horse boarding, horse riding, horse handling of all types including but not limited to turnout and bringing-in, walking, jogging, lunging, examination and generally attending horses for the Releasees or for others including but not limited to farriers, veterinarians and other participants; trailering; stable maintenance, cleaning and repair; feeding, and all other activities, events and services in any way connected with or related to the Releasees.

ACKNOWLEDGEMENT – SAFETY

I acknowledge that I am **NOT** required to wear an approved helmet while participating in certain vaulting activities as a helmet may adversely affect my balance. I acknowledge that I **AM** required to wear an approved helmet while participating in **EQUESTRIAN ACTIVITIES** other than vaulting activities. I am aware that there are coaches, volunteers or instructors available to answer any questions that I may have as to the proper use of the equipment. I am aware that the physical exertion required of certain **EQUESTRIAN ACTIVITIES** and the forces exerted on the body can activate or aggravate pre-existing physical injuries, conditions or congenital defects. I acknowledge that I should seek medical advice if I know or suspect that my physical condition may be incompatible with **EQUESTRIAN ACTIVITIES**.

INITIAL

ASSUMPTION OF RISKS

I am aware that **EQUESTRIAN ACTIVITIES** involve risks, dangers and hazards including but not limited to:

- Horses, including those normally well-behaved, are unpredictable and may spook, bolt, buck, rear, kick, bite, trample, fall and otherwise cause injury, including death, to persons, and damage to property, including other horses.
- Safety gear, horse tack, vaulting equipment, including but not limited to, practice barrels, stable equipment, fencing, gates and other equipment may fail or be in disrepair.
- Loss of balance and failure by myself, the **RELEASEES** and others to limit **EQUESTRIAN ACTIVITIES** to my own ability
- Negligence of other persons including but not limited to: riders, handlers, grooms, riding instructors, coaches, observers and **NEGLIGENCE ON THE PART OF THE RELEASEES, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES AND OTHERS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF EQUESTRIAN ACTIVITIES**

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH EQUESTRIAN ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE RESPONSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the **RELEASEES** allowing me to participate in **EQUESTRIAN ACTIVITIES**, I hereby agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against the **RELEASEES** and to release the **RELEASEES** from any and all liability for any loss, damage, expense or injury including death that I may suffer or that my next of kin may suffer as a result of or arising out of my participation in **EQUESTRIAN ACTIVITIES DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, ON THE PART OF THE RELEASEES, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF EQUESTRIAN ACTIVITIES REFERRED TO ABOVE.**
2. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any damage to property of, or personal injury to, any third party, resulting from or arising out of my participation in **EQUESTRIAN ACTIVITIES.**
3. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and representatives in the event of my death or incapacity.

I CONFIRM THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT THAT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTOR, ADMINISTRATORS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signed this ___ day of _____, 20_____ Signature of participant or parent/guardian if under 18 _____

Witness name _____ Witness signature _____