



THE  
**MOTTS'**  
EQUESTRIAN CENTRE

## **WAIVER AND RELEASE OF LIABILITY FORM**

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

**Please Read Carefully!**

TO: The Motts' Equestrian Centre (Referred to in this agreement as the "Provider")

AND TO: All Property owners (Private, Federal, Provincial, Regional and Municipal)

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 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, bite 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) or 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.

INITIALS

## **Release of Liability, Waiver of Claims and Indemnity Agreement**

In consideration of the provider providing me or my child, for whom I am legally responsible, 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:

### **ASSUMPTION OF RISKS**

- 1) TO WAIVE ANY AND ALL CLAIMS that I or my child have or may have in the future against The Motts' Equestrian Centre 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 mine 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 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 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.

INITIALS

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**PROTECTIVE HEAD GEAR & RIDING BOOTS / Stable Rules**

1. Proper riding footwear is required by all persons, regardless of age, participating in any horse related activities, and I (we) agree to do so when riding.
2. Protective head gear in the form of a high impact helmet is required by all persons, regardless of age, participating in any horse related activities, and I (we) agree to do so when riding.
3. IT IS MANDATORY THAT ALL HORSE BACK RIDERS OF ANY AGE WEAR A HIGH IMPACT HELMET AND PROPER FOOTWEAR.
4. I (we) agree to follow all Stable rules as posted throughout the barn which may change from time to time without prior notice.

In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the Releasees 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 RELEASEES.

Name of Participant: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Name of Parent Guardian if under 18 years: \_\_\_\_\_

Signature (Parent Guardian signature if under 18 years): \_\_\_\_\_

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

Witness Name (Please Print): \_\_\_\_\_

Witness Signature: \_\_\_\_\_

**THIS AGREEMENT MUST BE COMPLETED IN FULL, SIGNED, DATED, AND WITNESSED BEFORE ANY ACTIVITY WITH HORSES MAY BE UNDERTAKEN**

**PLEASE READ CAREFULLY!**

INITIALS

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