

PEMBERTON EQUIFEST

ACKNOWLEDGEMENT OF RISK AND RELEASE OF LIABILITY

BY SIGNING THIS AGREEMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

PLEASE READ CAREFULLY!

The following waiver of all claims, release from all liability, assumption of all risks, agreement not to sue and other terms of this agreement are entered into by me (the Participant) on my behalf and on behalf of any minor children for whom I am legally responsible with and for the benefit of Pemberton Equifest Society, Patty Maloney, Rohan Stables and the Squamish Lillooet Regional District, their directors, officers, employees, volunteers, business operators, independent coaches, independent trainers, agents and site property owners or lessees (the "Host"). Without limiting the generality of the foregoing "Equine Activities" includes but is not limited to attendance at and/or participation in the Pemberton Equifest event, trail rides, use of the indoor & outdoor riding arenas and public areas, or riding instruction provided by the "Host" to the Participant.

On my behalf, and on the behalf of the minor child or children for whom I am responsible attending at or participating in these activities, and with the intent that this will be binding on myself and the minor child or children for whom I am responsible I agree to the following:

Initial Each Item below after Reading and Understanding each item:

- _____ 1. I am aware that there are inherent dangers, hazards and risks ("Risks") associated with "Equine Activities" and injuries resulting from these "Risks" are a common occurrence. I am aware that the "Risks" of "Equine Activities" mean those dangerous conditions which are an integral part of "Equine Activities", including but not limited to:
- a. the propensity of any equine to behave in ways that may result in harm, serious injury or death to persons on or around them and to potentially collide with, bite or kick other animals, people or objects;
 - b. the unpredictability of an equine's reaction to such things as sounds, sudden movement, tremors, vibrations, unfamiliar objects, persons or other animals and hazards such as subsurface objects and which may lead to the equine bolting, bucking or throwing its rider or otherwise causing serious injury or death to rider and to others; and
 - c. the potential for myself, the minor child or children for whom I am responsible or other attendees or participants to behave in a negligent manner that may contribute to injury to myself, the minor child or children for whom I am responsible, other attendees or participants or others, including but not limited to inability to maintain control of an equine;
- _____ 2. I freely accept and fully assume all responsibility for all "Risks" and possibilities of any and all personal injury, death, property damage or loss resulting from the attendance or participation of myself or the minor child or children for whom I am responsible in "Equine Activities".
- _____ 3. I agree that although the "Host" may have taken steps to reduce to "Risks" and increase the safety of the "Equine Activities", it is not possible for the "Host" to make the "Equine Activities" completely safe. I accept these "Risks" and agree to the terms of this waiver even if the "Host" is found to be negligent or in breach of any duty of care or any other obligation to me in my attendance at or participation in "Equine Activities".
- _____ 4. In addition to consideration given to the "Host" for my attendance at or participation in "Equine Activities", I and my heirs, next of kin, executors, administrators and assigns (collectively my "Legal Representatives") agree hereby:
- a. to waive all claims that I and/or the minor child or children for whom I am responsible have or may have in the future against the Host",
 - b. to release and forever discharge the "Host" from all liability for personal injury, death, property damage, or loss resulting from the attendance or participation by myself or the minor child or children for whom I am responsible in "Equine Activities" due to any cause, including but not limited to negligence, (failure to use such care as a reasonably prudent and careful person would use under similar circumstances), breach of any duty imposed by law, breach of contract or mistake or error in judgment of the "Host"; and
 - c. to be liable for and to hold harmless and indemnify the "Host" from all actions, proceedings, claims, damages, costs, demands, including court costs and costs on a solicitor and own client basis, and liabilities of whatsoever nature or kind arising out of or in any way connected with my attendance at or participation in "Equine Activities".
- _____ 5. I agree that this waiver and all terms contained herein are governed exclusively and in all respects by the laws of the Province of British Columbia. I hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of British Columbia and I agree that no other court can exercise jurisdiction over the terms and claims referred to herein. Any litigation to enforce this waiver will be instituted in the Province of British Columbia.
- _____ 6. I confirm that I have been advised and directed to wear and to cause the minor child or children for whom I am responsible to wear protective high impact head gear and proper riding boots and I accept full responsibility of the consequences of any failure to do so.
- _____ 7. I confirm that I have had sufficient time to read and understand this waiver and release in its entirety. I understand that this agreement represents the entire agreement between myself and the "Host", and that there are no oral or written representations other than set forth herein. I further confirm that this waiver and release is binding on myself and the minor child or children for whom I am responsible and our legal representatives and estates.
- _____ 8. I confirm that I have reached the age of majority in the Province of British Columbia.

I HAVE READ AND UNDERSTOOD 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 "HOST".

Signed this _____ day of _____ 20_____.

Signature of Participant

Please Print Name Clearly

Name(s) of Minor Child(ren)

Signature of Parent or Guardian
for Participants under 19 Years.

Please Print Name Clearly

Signature of Witness to Above Signature(s)

Please Print Name Clearly

THIS AGREEMENT MUST BE COMPLETED IN FULL, SIGNED, DATED, AND WITNESSED BEFORE ANY PROXIMITY TO OR ACTIVITY WITH HORSES OCCURS