



**RELEASE OF LIABILITY,
WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**
(The "Agreement")

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT,

PLEASE READ CAREFULLY!

TO: Southlands Riding Club (the "Operator", and collectively with its affiliated and related companies and entities, including but not limited to Southlands Riding and Polo Club Limited and SRPC Title Holdings Ltd., and including each of their respective directors, officers, trustees, agents, representatives, employees, volunteers, independent contractors, subcontractors, sponsors, successors and assigns, the "Released Parties")

FROM: _____
(Print Full Name) (the "Participant")

Address	City/Prov	Postal Code	HCBC #
Telephone	Email	DOB (dd/mm/yy)	

The Participant must review and sign this Agreement prior to using any equipment or accessing any facilities provided by the Operator, including but not limited to jumping equipment, dressage fences, lunging pen, track and riding arenas (collectively, the "Facilities"), or participating in any activities, programs, events and services provided, sponsored, organized and/or hosted by the Operator, including but not limited to: jumping, flat riding, lunging, hand walking, driving and any and all other forms of mounted and unmounted equestrian activities (collectively, "Equestrian Activities").

In consideration of the Operator allowing me to use or attend the Facilities and participate in Equestrian Activities, and In consideration of the Operator providing its Facilities, equine services and consultation, **I HEREBY ACKNOWLEDGE AND AGREE AS FOLLOWS:**

- 1. ACKNOWLEDGMENT OF RISKS:** **I KNOWINGLY, WILLINGLY, AND VOLUNTARILY ACKNOWLEDGE THE INHERENT RISKS ASSOCIATED WITH THE SPORT OF HORSEBACK RIDING AND KNOW THAT HORSEBACK RIDING AND RELATED EQUESTRIAN ACTIVITIES ARE INHERENTLY DANGEROUS, AND THAT PARTICIPATION INVOLVES RISKS AND DANGERS INCLUDING, WITHOUT LIMITATION,** the potential for serious bodily injury (including broken bones, head or neck injuries), sickness and disease (including communicable diseases), trauma, pain & suffering, permanent disability, paralysis and death; loss of or damage to personal property (including my mount & equipment) arising out of the unpredictable behavior of horses; exposure to extreme conditions and circumstances; accidents involving other participants, staff, volunteers or spectators; contact or collision with other participants and horses, natural or manmade objects; adverse weather conditions; facilities issues and premises conditions; failure of protective equipment (including helmets); inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Operator; and other undefined, not readily foreseeable and presently unknown risks and dangers (collectively, the "Risks").
- 2. ASSUMPTION OF RISK:** **I UNDERSTAND THAT THE RISKS DISCUSSED ABOVE MAY BE CAUSED IN WHOLE OR IN PART OR RESULT DIRECTLY OR INDIRECTLY FROM,** among others, my own actions or inaction, my own negligence, **the actions or inaction of others, the negligence of others, or the actions or inactions, negligence, and / or omissions of the Released Parties,** and **I HEREBY VOLUNTARILY AND KNOWINGLY ASSUME ALL SUCH RISKS AND RESPONSIBILITY** for any damages, liabilities, losses, or expenses that I incur as a result of my attendance at the Facilities and participation in any Equestrian Activities. I also agree to be responsible for any injury or damage caused by me, my horse, my employees or persons under my direction and control while at the Facilities. Despite the risks, dangers and hazards of Equestrian Activities, and fully understanding such risks, dangers and hazards, I wish to attend the Facilities or





participate in Equestrian Activities, and I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, disease, illness, death, property damage and/or loss resulting therefrom.

3. **COVID-19 ACKNOWLEDGEMENT:** I **UNDERSTAND** that the novel coronavirus (known as "**COVID-19**") is a highly infectious disease that can result in serious medical conditions causing illness that may require hospitalization and could result in death either to myself or others that contract COVID-19 as a result of their contact with me. I **ACCEPT AND FULLY ASSUME THE RISKS, BY ATTENDING THE FACILITIES OR PARTICIPATING IN ANY OF THE EQUESTRIAN ACTIVITIES, OF BEING EXPOSED TO AND CONTRACTING COVID-19**, notwithstanding the safety precautions that the Operator has put in place. I agree that I am personally responsible for my safety and actions at all times while attending the Facilities, and I will comply with all orders, directives, and guidelines of governments and the Operator related to COVID-19, including physical distancing, good hygiene, use of personal protective equipment and other policies and guidelines relating to the prevention of COVID-19.
4. **RELEASE: WITH FULL AWARENESS AND UNDERSTANDING OF THE RISKS INVOLVED IN ATTENDING THE FACILITY AND PARTICIPATING IN EQUESTRIAN ACTIVITIES, I**, FOR MYSELF AND ON BEHALF OF MY CHILDREN, SPOUSE, ESTATE, HEIRS, EXECUTORS, ADMINISTRATORS, ASSIGNS AND PERSONAL REPRESENTATIVES (COLLECTIVELY, THE "**PARTICIPANT PARTIES**"), **HEREBY FOREVER RELEASE, DISCHARGE, AND COVENANT NOT TO SUE THE RELEASED PARTIES FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, ACTIONS, AND CAUSES OF ACTION WHATSOEVER, DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE, SICKNESS OR INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY PARTICIPANT OR THE PARTICIPANT PARTIES AS A RESULT OF MY PARTICIPATION IN EQUESTRIAN ACTIVITIES DUE TO ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO:** NEGLIGENCE ON THE PART OF THE RELEASED PARTIES; BREACH OF CONTRACT BY THE RELEASED PARTIES; BREACH OF WARRANTY ON THE PART OF THE RELEASED PARTIES IN RESPECT OF THE DESIGN, MANUFACTURE, SELECTION, INSTALLATION, MAINTENANCE OR ADJUSTMENT OF EQUIPMENT OR FACILITIES; BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, R.S.B.C. 1996 C. 337, ON THE PART OF THE RELEASED PARTIES; AND FAILURE ON THE PART OF THE RELEASED PARTIES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF EQUESTRIAN ACTIVITIES, SOME OF WHICH ARE REFERRED TO IN SECTION 1 OF THIS AGREEMENT.
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5. **INDEMNITY: I AGREE TO HOLD HARMLESS AND INDEMNIFY THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, DAMAGES, CLAIMS, ACTIONS, LAWSUITS, JUDGMENTS, LOSSES AND/OR LIABILITIES** (INCLUDING LEGAL FEES AND INTEREST) ARISING DIRECTLY OR INDIRECTLY FROM OR RELATED TO ANY AND ALL CLAIMS AGAINST ANY OF THE RELEASED PARTIES DUE TO, WITHOUT LIMITATION, SICKNESS, ILLNESS, DEATH, LOSS OF USE, MONETARY LOSS OR ANY OTHER BODILY OR FINANCIAL INJURY TO THE PARTICIPANT OR PARTICIPANT PARTIES FROM OR RELATED TO PARTICIPANT'S ATTENDANCE AT THE FACILITIES OR PARTICIPATION IN EQUESTRIAN ACTIVITIES.
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6. **SAFETY:** I am familiar with the rules and regulations regarding the use of the Facilities. I am aware that there are staff available during office hours to answer any questions I may have as to the proper use of the Facilities. In entering into this Agreement, I am not relying on any oral, visual or written representations or statements made by the Released Parties with respect to the safety of others than what is set forth in this Agreement.
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7. **INSURANCE:** I am aware that the Released Parties do not provide me with any disability, accident, liability or medical insurance or compensation, should I suffer from illness, personal injury or death, or cause property damage, illness or personal injury, including death, to any third party while attending at the Facilities or participating in Equestrian Activities. I **confirm that I hold a valid Horse Council of British Columbia (HCBC) membership and that I either** (A) have sufficient health, accident and liability insurance to cover any personal injury or property damage that: (i) I may incur while participating in Equestrian Activities; and (ii) may be caused to a third party as a result of my attendance or participation in Equestrian Activities; or (B) am capable of personally paying for any and all expenses relating to such personal injury or property damage.
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8. **JURISDICTION:** This Agreement and any rights, duties and obligation as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of British Columbia, and I agree to submit to the exclusive jurisdiction of the Courts of British Columbia.



9. **ENTIRE AGREEMENT:** This Agreement is the only document executed by me relating to my attendance at the Facilities or participation in Equestrian Activities. I am not relying on any oral or written representations or warranties made by any of the Released Parties in connection with my attendance or participation in Fitness Activities.

10. **SEVERABILITY:** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct.



I HAVE CAREFULLY READ THIS AGREEMENT, FULLY UNDERSTAND ALL OF ITS TERMS AND CONSEQUENCES, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL WAIVER OF ANY AND ALL CLAIMS AND A FULL AND FINAL RELEASE OF ANY AND ALL LIABILITIES AS MORE FULLY SET OUT ABOVE. I UNDERSTAND THAT I HAVE THE RIGHT TO CONSULT INDEPENDENT LEGAL ADVICE AND TO THE EXTENT I HAVE NOT DONE SO, I HEREBY WAIVE SUCH RIGHT. .

DATED this ____ day of _____, 202__.

Signature of Participant

Witness Signature

Print Name

Print Name