



Evergreen Park Equine Use Waiver

Box 370

Grande Prairie, AB T8V 3A5

Park User's Name: _____

Address: _____

Date of birth: _____

E-mail address: _____

Phone #: _____

Date submitted: _____

AEF (Alberta Equestrian Federation) Membership #: _____

Emergency Contact _____ Phone
Number _____

ACKNOWLEDGMENT OF RISK AND RELEASE OF LIABILITY

Grande Prairie Regional Agricultural & Exhibition Society

For Participants in the Province of Alberta in which the Equine Activities are provided by the Host

WARNING: THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS. READ CAREFULLY!

Every Person Must Read and Understand the Waiver before Participating in Equine Activities

The following waiver of all claims, release from all liability, assumption of all risks, agreement not to sue and other terms of the agreement are entered into by me (the Participant) with and for the benefit of Grande Prairie Regional Agricultural & Exhibition Society. Its directors, officers, employees, volunteers, business operators, agents, and site property owners of lessees (collectively the "Host"). Without limiting the generality of the foregoing, "Equine Activities" include but are not limited to trail rides, pack trips, and riding instructions provided by the "Host" to the participant.

Initial each item below after Reading and Understanding each Item:

____ 1. I am aware that there are inherent dangers, hazards, and risks (collectively "Risks") associated with "Equine Activities" and injuries 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 injury, harm, 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;

- c) the potential for other participants to behave in a negligent manner that may contribute to injury to themselves or others, including failing to act within their abilities to maintain control over an equine.

____ 2. I freely accept and fully assume all responsibility for all "Risks" and possibilities of personal injury, death, property damage, or loss resulting from my participation in "Equine Activities".

____ 3. I agree that although the "Host" has taken steps to reduce the "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 negligent or in breach of any duty of care or any obligation to me in my participation in "Equine Activities".

____ 4. In addition to consideration given to the "Host" or my participation in "Equine Activities". I and my heirs, next of kin, executors, administrators, and assign (collectively my "Legal Representatives") agree

- a) to waive all claims that I have or may have in the future against the "Host"
- b) to release and forever discharge the "Host" from all liability for any personal injury, death, property damage, or loss resulting from my participation in the equine activity due to any cause, including but not limited to negligence (failure to use such care as a reasonable 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, damage, costs demand, 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 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 Alberta of /Canada in which the "Equine Activities" are provided by the "Host". I hereby irrevocably submit to the exclusive jurisdiction of the courts of that Province of Canada and I agree that no other court can exercise Province Alberta in which the "Equine Activities" are provided by the "Host".

____ 6. I confirm that I have had sufficient time to read and understand this waiver in its entirety. I understand that this agreement represents the entire agreement between myself and the "Host: and it is binding on myself and by "Legal Representatives".

____ 7. I confirm that I have reached the age of majority in the province in which I am participating in "Equine Activities".

Please Print Clearly:

Participant Name _____ Date of Birth _____

Address _____ City _____ Prov. _____ Postal _____

____ Signed this ____ day of _____, 20____

(Signature of Participant)

If the participant is under the age of 18 years old, a guardian must sign on their behalf

Guardian Name _____

____ Signed this ____ day of _____, 20____

(Signature of Guardian)

(Signature of "Host" Witness)