

ACKNOWLEDGMENT OF **RISK** & RELEASE OF
LIABILITY PLEASE PRINT CLEARLY

Participant's name: _____ Date of Birth: ____/____/____
Address: _____ Day Month Year
City: _____ Province: _____
Postal Code: _____ Phone: _____ Under 18 — Yes or No (please circle)

If Participant is under 18:

Parent/Guardian name: _____ Phone: _____
Address: _____ City: _____ Province: _____
Postal Code: _____

Every participant or Parent/Guardian MUST read & understand this prior to participation in Equine Activities

To: Wachter Horses & JoyHill Ranch Ltd., their directors, employees, officers, volunteers, business operators, and site property owners. (Collectively hereinafter referred to as "Host")

Initial each item below after reading and understanding each:

- ___ 1. I am the participant; OR
___ 1. I am the parent and/or legal guardian of the infant participant named above and am executing this form on behalf of the infant participant in my capacity as a parent and/or legal guardian and with the intent that this form be binding myself and the infant participant for all legal purposes.
___ 2. I **understand** there are DANGERS, HAZARDS, and RISKS, (hereinafter referred to as "Risks") associated with Equine Activities and injuries resulting from these risks are a common occurrence
___ 2. I **acknowledge** that the inherent Risks of Equine Activities mean those DANGEROUS conditions which are integral part of Equine Activities, **including but not limited to:**
- The propensity of an equine to behave in ways that might 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;
 - The unpredictability of an equine's reaction to such things as sounds, sudden movements, tremors, vibrations, unfamiliar objects, persons or other animals and hazards such as subsurface objects or absolutely nothing at all;
 - The potential for other participant(s) to act in a negligent manner that might contribute to injury to themselves or others, such as failing to act within their ability or to maintain control over an equine, theirs or otherwise.
- ___ 3. I **freely** accept and fully assume all responsibility for the inherent Risks and the possibility of personal injury, death, property damage or loss resulting from my or my infant participating in equine activities;
___ 4. I **acknowledge** that it remains my Sole Responsibility to act in such a manner as to be responsible for my own safety of said infant and to participate within my own or his/her own limits;
___ 5. In addition to consideration given for my or my infant participant to participate in Equine Activities, I and my heirs, executors, administrators and assigns (hereinafter collectively referred to as "Legal Representatives") agree
- To save harmless and keep indemnified the Host from and against all claims, actions, costs and expenses and demands in respect to death, injury, loss or damage to my person or property, howsoever caused, arising out of or in connection with my or the infant participant taking part in this event not withstanding that the same **may have been contributed to or occasioned by the negligence of the Host.**

Before signing this form I have read it (as indicated by my initials above) and I stated that I understand it. I further state that I am aware that signing this form, waives certain legal rights I and/or the infant participant and/or our Legal Representatives might have against the Host.

Signed this _____ day of _____, 20____.

Print name of Host Witness

Signature of Participant or Parent/Guardian

Signature of Host Witness