



**MINORS – 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:

| | | |
|------------------------------------|----------------|-------------|
| _____ | _____ | _____ |
| Name of Minor (the "Minor") | DOB (dd/mm/yy) | HCBC # |
| _____ | _____ | _____ |
| (Print Full Name) (the "Guardian") | DOB (dd/mm/yy) | HCBC # |
| _____ | _____ | _____ |
| Address | City/Prov | Postal Code |
| _____ | _____ | _____ |
| Telephone | Email | |

The Guardian must review and sign this Agreement prior to the Minor 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"), and prior to the Minor 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 the Minor to use or attend the Facilities and participate in Equestrian Activities, and in consideration of the Operator providing its Facilities, equine services and consultation to the said Minor, **I HEREBY ACKNOWLEDGE AND AGREE AS FOLLOWS:**

- 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 TO BOTH THE MINOR AND OTHER PERSONS, 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 the Minor's 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").
- 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, the Minor's own actions or inaction, the Minor's 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 the Minor's attendance at the Facilities and participation in any Equestrian Activities. I also agree to be responsible for any injury or damage caused by me, the Minor, 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 the Minor 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:** **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, the Minor or others that contract COVID-19 as a result of their contact with me or the Minor. **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 any safety precautions that the Operator has put in place. I agree that I am personally responsible for the Minor's 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 ABSOLUTELY AND IRREVOCABLY WAIVE ANY AND ALL CLAIMS, DEMANDS OR ACTIONS THAT I OR THE MINOR MAY HAVE OR MAY IN THE FUTURE HAVE AGAINST THE RELEASED PARTIES AND TO **RELEASE THE RELEASED PARTIES IN CONNECTION WITH: ANY AND ALL LIABILITY, HARM, COST AND EXPENSE FOR ANY AND ALL PERSONAL INJURIES, LOSS, DAMAGE, EXPENSE OR INJURY INCLUDING DEATH THAT I OR THE MINOR MAY SUFFER, OR THAT THE NEXT OF KIN OF MYSELF OR THE MINOR MAY SUFFER RESULTING FROM, CONNECTED WITH, INCIDENTAL TO, OR ARISING OUT THE MINOR'S USE OF THE FACILITIES OR PARTICIPATION IN EQUESTRIAN ACTIVITIES DUE TO ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO:**

- a. NEGLIGENCE ON THE PART OF THE RELEASED PARTIES;
- b. BREACH OF CONTRACT BY THE RELEASED PARTIES;
- c. 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;
- d. 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
- e. FAILURE ON THE PART OF THE RELEASED PARTIES TO SAFEGUARD OR PROTECT ME OR THE MINOR FROM THE RISKS, DANGERS AND HAZARDS OF EQUESTRIAN ACTIVITIES, SOME OF WHICH ARE REFERRED TO IN SECTION 1 OF THIS AGREEMENT.

5. **INDEMNITY: I AGREE TO HOLD HARMLESS AND TO INDEMNIFY THE RELEASED PARTIES FOR ANY AND ALL CLAIMS MADE AGAINST ANY OF THE RELEASED PARTIES BY ANY PERSON, FOR** DAMAGES SUFFERED OR COSTS INCURRED ARISING OUT OF OR RELATED TO ANY ASPECT OF THE MINOR'S ATTENDANCE AT THE FACILITIES OR PARTICIPATION IN EQUESTRIAN ACTIVITIES, INCLUDING ANY CLAIM OR ACTION BY OR ON BEHALF OF MY SPOUSE OR DEPENDANTS. FOR GREATER CLARITY, SHOULD IT BECOME NECESSARY FOR THE RELEASED PARTIES TO INCUR ANY LEGAL FEES OR OTHER COSTS TO ENFORCE THIS AGREEMENT, OR ANY PORTION OF IT, I WILL PAY ALL REASONABLE LEGAL FEES AND COSTS EXPENDED BY THE RELEASED PARTIES ON A FULL INDEMNITY BASIS.

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.

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 or the Minor 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 the Minor holds 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) the Minor may incur while using the Facilities or participating in Equestrian Activities; and (ii) may be caused to a third party as a result of the Minor's use of the Facilities 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.

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__.

Guardian Signature

Witness Signature

Guardian Name

Print Name