



Legacy Equestrian



Rider Name: _____ Date of Birth (MM/DD/YY): _____

Address: _____ City: _____ Prov.: _____

Postal Code: _____ Email Address: _____

Contact Phone #: (_____) _____ - _____ Health Card #: _____

Allergies/Medical Conditions: _____

Emergency Contact: _____ Relationship: _____

Phone #: (_____) _____ - _____ How did you hear about Legacy?: _____

ASSUMPTION OF RISKS, RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE. PLEASE READ CAREFULLY.

TO: Legacy Equestrian (Referred to in this agreement as the "Provider")
AND TO: ALL PROPERTY OWNERS (PRIVATE, FEDERAL, PROVINCIAL, REGIONAL AND MUNICIPAL)

On my behalf, and on the behalf of any minor children participating in these activities, for which I am legally responsible, I agree to the following:

ASSUMPTION OF RISKS

I am aware and understand that activities involving these horses involve many risks, dangers and hazards, including, but not limited to the following:

1. Horses, which are powerful and potentially dangerous animals, may change their behaviour at any time and may, without warning, jump, run wildly, buck, kick, bite, or step on people or things;
2. Horses may collide with other horses or objects or trip, stumble or fall even if being led, ridden or driven, or attended to;
3. Negligence (which means, in general terms, a failure to exercise ordinary or proper care) of other riders or drivers my or my child's own failure to ride safely, within my or my child's ability or within designated area and trails;
4. Equipment may fail;
5. Weather conditions can change and can sometimes be dangerous;
6. The nature of the terrain can change and has certain risks associated with it including, but not limited to, exposed natural objects, trees, streams and creeks;
7. The activities can sometimes be in remote areas and injuries or illness may occur and it may be a considerable distance to doctors, hospitals, or any other type of assistance; and
8. Negligence on the part of A PROPERTY OWNER AND/OR THE PROVIDER OR THEIR STAFF. I am also aware that the risk, dangers and hazards referred to above exist throughout the trail, stable, practice and other areas and many are unmarked. I understand and acknowledge that no amount of caution, experience or instruction can eliminate all of the risks involved and I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage and damages or loss resulting from there from.

Intials: _____



Legacy Equestrian



RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Provider providing me or my child with their horse or sleigh riding or carriage driving and other services and permitting my or my child's user of their equipment, and other facilities and the Property Owners providing me or my child with the use of their property (hereinafter collectively referred to as "the Services"), I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I or my child have or may in the future have against a Property Owner or the Provider, and their directors, officers, employees, agents, representatives, and volunteers (all of whom are hereinafter collectively referred to as "THE RELEASEES") and TO RELEASE THE RELEASEES from and all liability for any loss, damage, injury or expenses that I or my child may suffer, and that my or my child's, next of kin may suffer as a result of my or my child's use of the services or due to any cause whatsoever. INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE INCLUDING ANY DUTY OF CARE OWNED UNDER THE "OCCUPIERS LIABILITY ACT" ON THE PART OF THE RELEASEES;
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to the property of or personal injury to any third party resulting from my or my child's use of the services;
3. This Agreement shall be effective and binding upon my or my child's heirs, next of kin, executors, administrators, assigns and representatives in the event of my or my child's death or incapacity;
4. This agreement shall be governed by and interpreted in accordance with the laws of the province of Ontario; and
5. Any litigation involving the parties this Agreement shall be brought within the province of Ontario.

Intials: _____

PROTECTIVE HEAD GEAR & RIDING BOOTS

1. Proper footwear is required by all persons, regardless of age, participating in any horse related activities.
2. ALL RIDERS, regardless of age, must wear a high impact helmet at all times when mounted.
3. It is strongly recommended that ALL RIDERS wear a safety vest when jumping.

Intials: _____

In entering into this Agreement, I am not relyig upon any oral or written representations or statements made by the Release's other than what is set forth in this Agreement.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND 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 RELEASEES.

Signed this _____ day of _____, 20_____.

| Full Name | Date of Birth | Signature | Date | Witness |
|-----------|---------------|-----------|-------|---------|
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |

THIS AGREEMENT MUST BE COMPLETED IN FULL, SIGNED, DATED, AND WITNESSED BEFORE ANY ACTIVITY WITH HORSES MAY BE UNDERTAKEN.