



**ASSUMPTION OF RISKS - ADULT
WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

**WARNING: BY SIGNING THIS DOCUMENT YOU WILL FOREVER WAIVE CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE**

PLEASE READ CAREFULLY!

TO: HORSES R COOL RIDING SCHOOL LTD. ("HORSES R COOL")

NAME OF PARTICIPANT (PRINT): _____

ADDRESS OF PARTICIPANT: _____

ASSUMPTION OF RISKS

I am aware that **the sport or recreation of HORSEBACK RIDING has many inherent and other risks**, including but not limited to:

- a) a horse, regardless of its training and past behaviour, may act or react unpredictably at times based upon many factors, including instinct or fright;
- b) there are many natural and man-made hazards including rocks, gopher holes, cliffs, trees, wild animals or fences, **ANY OF WHICH CAN CAUSE SERIOUS INJURY TO A RIDER;**
- c) other hazards include impact or collision with natural objects, other riders or horses; negligence of other riders, impact or collision with the ground; failure of equipment; failure to ride safely or within a rider's own ability; and failure to respect the horse's limitations; and
- d) back country trail rides involve additional risks and dangers, some of which include: weather, which can be extreme, and can change rapidly without warning; remote locations in natural and mountainous terrain, where natural hazards abound, and where participants may become lost or separated from their guide; rescue and communication can be difficult; and medical treatment may be unavailable.

I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS (BOTH LEGAL AND PHYSICAL), DANGERS AND HAZARDS, WHETHER KNOWN OR UNKNOWN, and the possibility of personal injury, death, property damage or loss, resulting from them.

I HAVE READ AND WILL ABIDE BY THE RULES AND REGULATIONS, INCLUDING DIRECTIONS AND INSTRUCTIONS FROM HORSES R COOL EMPLOYEES, VOLUNTEERS AND ADMINISTRATORS IMPOSED WHILE PARTICIPATING IN ACTIVITIES AT HORSES R COOL FACILITIES OR WHILE BEING TRANSPORTED BY ANY TRANSPORTATION ORGANIZED BY HORSES R COOL.

WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of Horses R Cool allowing my participation in the sport or recreation of Horseback Riding as offered by Horses R Cool, and allowing me to utilize its facilities and services, now and in the future, I agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against Horses R Cool, and its members, officers, directors, employees, volunteers, agents, independent contractors, insurers, successors and assigns (all of whom are hereinafter collectively referred to as "the Releasees");
2. TO RELEASE THE RELEASEES FROM ANY AND ALL LIABILITY for any loss, damage, injury or expense that I may suffer, or that my family may suffer, as a result, directly or indirectly, of my participation in the sport or recreation of Horseback Riding or my use of Horses R Cool facilities or services due to any cause whatsoever INCLUDING NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS' LIABILITY ACT, RSA 1980, c. 0-3 AS AMENDED, ON THE PART OF THE RELEASEES;
3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES FROM ANY AND ALL LIABILITY for any damage to the property of, or personal injury, and any other person resulting from my participation in the sport or recreation of Horseback Riding or my use of Horses R Cool facilities or services;
4. This Agreement applies to all my activities at Horses R Cool, whether in the near or distant future, and this Agreement need not be brought to my attention each time I utilize Horses R Cool facilities or services to be effective; and
5. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives in the event of my death or incapacity.

Initials

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

I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I MAY HAVE AGAINST THE HORSES R COOL RIDING SCHOOL LTD. AND THE OTHER RELEASEES.

Signed this ____ day of _____, 20 ____.

Witness _____

Signature of Participant _____

This agreement must be completed in full (without any alterations), signed, dated and witnessed and paragraph 2 must be initialled before the participant may utilize any Horses R Cool facilities or services