

ASSUMPTION OF RISKS
FOR PARTICIPANTS OVER THE AGE OF MAJORITY
(the "Agreement")

BETWEEN:

Shire Ridge Ranch Ltd. (hereinafter referred to as "Shire Ridge")

and

Participant Name (the "Participant" or "I")

and

all property owners from whom Shire Ridge may lease (private, federal, provincial, regional and municipal)
(the "Property Owners")

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

The Participant must read and understand this Assumption of Risks Prior to participating in any activities involving horses.
Initial each item below after reading and understanding each item.

1. I am aware that participating in activities involving horses, including riding a horse, caring for a horse, and being around horses (hereinafter collectively referred to as the "Activities") involve many risks, dangers, and hazards (the "Risks") including, but not limited to the following:

**Participant
Initials**

- a) The propensity of any horse (which are powerful and potentially dangerous animals) 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 a horse's reaction to things such as sounds, sudden movement, tremors, vibrations, unfamiliar objects, persons or other animals and hazards such as subsurface objects;
- c) The propensity of horses to, without warning, jump, run wildly, buck, kick, bite or step on people or things;
- d) The potential for other participants to behave in a negligent and/or unsafe manner that may contribute to injury to themselves or others, including failing to act within their abilities to maintain control over a horse;
- e) The propensity for horses to trip, stumble or fall even if being led, ridden, or attended to;
- f) The possibility that equipment may fail;
- g) The possibility that weather conditions change and become dangerous;
- h) The fact that the nature of the terrain can change and has certain risks associated with it including, but not limited to, exposed natural objects, human-made objects, trees, streams, and creeks;
- i) The fact that the activities can sometimes be in remote areas and injuries, or illnesses may occur and it may be a considerable distance to doctors, hospitals, or any other type of assistance; and
- j) The possibility of negligence on the part of Shire Ridge, the property owner, and/or the staff of Shire Ridge or the property owner.

2. **I AM AWARE THAT THE RISKS** referred to above exist throughout the trail, stable, practice and other areas, many of which are unmarked. I understand and acknowledge that no amount of caution, experience and instruction can eliminate all of the risks involved and **I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND DAMAGES OR LOSS RESULTING FROM MY INVOLVEMENT IN THE ACTIVITIES.**

3. I UNDERSTAND AND AGREE that proper riding footwear is **required** by all persons, regardless of age, participating in any Activities. It is further **HIGHLY RECOMMENDED** that participants wear protective head gear in the form of a high impact helmet. **In addition to clauses 1 and 2 above, I freely accept and assume all risks associated with my failure to wear a helmet, which may result in injury, harm or death.**

4. I AGREE to assume all risks involved in the Activities, **even if Shire Ridge or the Property Owners are found to be negligent, in breach of contract, or in breach of any duty of care** or any obligation to myself in my participation in the Activities.

5. I confirm that I have had sufficient time to read and understand this Assumption of Risks in its entirety.

In signing this Agreement, I am not relying upon any oral or written representations or statements made by Shire Ridge, the Property Owner, or any of their directors, officers, employees, staff, agents, representatives, volunteers, sponsors, successors, assigns, or associates with respect to the safety of the Activities other than what is set forth in this Agreement. I am aware that by signing this Agreement, from this day forward, I am assuming all liability associated with my Activities at Shire Ridge.

Signed this _____ day of _____, _____:

Signature of Participant

Address of Participant

Phone Number of Participant

Signature of Witness

Printed Name of Witness

DO NOT SIGN UNTIL YOU UNDERSTAND ALL ITEMS ABOVE

**RELEASE OF LIABILITY AND WAIVER OF CLAIMS
FOR PARTICIPANTS OVER THE AGE OF MAJORITY**

(the "Agreement")

BETWEEN:

Shire Ridge Ranch Ltd. (hereinafter referred to as "Shire Ridge")

and

Participant Name (the "Participant" or "I")

and

all property owners from whom Shire Ridge may lease (private, federal, provincial, regional and municipal)
(the "Property Owners")

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

RELEASE OF LIABILITY AND WAIVER OF CLAIMS

1. In consideration of Shire Ridge providing me with use of their horses for horse-related activities, (the "Activities"), the use of their equipment, their facilities, or other services, and in consideration of the Property Owners providing me with the use of their property (collectively, the "Services"), I hereby agree as follows:

a) **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against Shire Ridge and its directors, officers, employees, agents, representatives, volunteers, sponsors, successors and assigns, and against the Property Owners and their directors, officers, employees, agents, representatives, volunteers, sponsors, successors and assigns (all of whom are hereinafter collectively referred to as the "Releasees"). **I understand that this means I give up my right to make any legal claims against them;** and

b) **TO RELEASE AND FOREVER DISCHARGE THE RELEASEES from any and all liability** for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer resulting from my engagement in the **ACTIVITIES AND 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 UNDER THE OCCUPIERS' LIABILITY ACT, RSA 2000, c 0-4** (or equivalent legislation), **ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME OR THE MINOR FROM RISKS, DANGERS AND HAZARDS;**

2. 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;

3. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of Alberta and no other jurisdiction, and any litigation involving the parties to this Agreement shall be brought solely within the Province of Alberta and shall be within the exclusive jurisdiction of the Courts of the Province of Alberta.

6. In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the Releasees with respect to the safety of the Activities or the Services or liability for engaging in the Activities or Services other than what is set forth in this Agreement.

7. I confirm that I have had sufficient time to read and understand this Agreement in its entirety.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signed this _____ day of _____, _____ :

Signature of Participant

Address of Participant

Phone Number of Participant

Signature of Witness

Printed Name of Witness

DO NOT SIGN UNTIL YOU UNDERSTAND ALL ITEMS ABOVE

INDEMNITY AGREEMENT
FOR PARTICIPANTS OVER THE AGE OF MAJORITY
(the "Agreement")

BETWEEN:

Shire Ridge Ranch Ltd. (hereinafter referred to as "Shire Ridge")

and

Participant Name (the "Participant" or "I")

and

all property owners from whom Shire Ridge may lease (private, federal, provincial, regional and municipal)
(the "Property Owners")

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INDEMNITY AGREEMENT

1. In consideration of Shire Ridge providing me with use of their horses for horse-related activities (the "Activities"), the use of their equipment, their facilities, or other services, and in consideration of the Property Owners providing me with the use of their property (collectively, the "Services"), I hereby agree as follows:
 - a. **TO HOLD HARMLESS AND INDEMNIFY** Shire Ridge and its directors, officers, employees, agents, representatives, volunteers, sponsors, successors and assigns, and against the Property Owners and their directors, officers, employees, agents, representatives, volunteers, sponsors, successors and assigns (all of whom are hereinafter collectively referred to as the "Releasees") from **any and all liability for any damage to property of or personal injury to any third party, resulting from my engagement in the Activities or Services;** and
 - b. **TO HOLD HARMNESS, INDEMNIFY and ASSUME LIABILITY** for all actions, proceedings, claims, damages, costs demands, including court costs and costs on a solicitor-client basis, and liabilities of whatsoever nature or kind arising out of or in any way connected with my participation or involvement in the Activities or Services.
2. 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;
3. This Agreement and any rights, duties, and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of Alberta and no other jurisdiction, and any litigation involving the parties to this Agreement shall be brought solely within the Province of Alberta and shall be within the exclusive jurisdiction of the Courts of the Province of Alberta.
4. In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the Releasees with respect to the safety of the Activities or the Services or liability for engaging in the Activities or Services other than what is set forth in this Agreement.
5. I confirm that I have had sufficient time to read and understand this Agreement in its entirety.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signed this _____ day of _____, _____:

Signature of Participant

Address of Participant

Phone Number of Participant

Signature of Witness

Printed Name of Witness

DO NOT SIGN UNTIL YOU UNDERSTAND ALL ITEMS ABOVE