

**HORSE IN HAND RANCH LTD.**

**WAIVER, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

-- PLEASE READ CAREFULLY --

**WARNING: By signing this Agreement, you give up the right to sue for any injury or damage however caused. You are assuming physical risks and legal risks.**

To: Horse in Hand Ranch Ltd. (the "Ranch") and its employees, representatives, officers, directors, and agents (collectively, the "Employees").

I, (print full name) \_\_\_\_\_

of (print full address) \_\_\_\_\_

\_\_\_\_\_ (the "Releasor")

sign this Agreement on behalf of myself and my personal representatives, heirs, and assigns.

1. This Agreement applies to all of my dealings with the Ranch and its Employees, including but not limited to the use of all facilities including barns, stables, stalls, fences, driveways, parking areas, pastures, arenas, and riding areas (the "Facilities") and all activities involving livestock or other animals, whether those animals belong to me, to the Ranch, or to any third party. Such activities may include, but are not limited to saddling and riding equine animals including horses, ponies, donkeys, or mules ("Equines"), loading and unloading of livestock for transport, boarding, feeding, and general care of livestock, training Equines, use of equipment and tools of any type and owned by any person, and any equestrian or other lessons offered by the Ranch, the Employees, or a third party (the "Activities").
2. I agree as a precondition to my participation in the Activities and in further consideration of the Ranch allowing me to do so, to be strictly bound by the terms of this Waiver, Assumption of Risk, and Indemnity Agreement.
3. I acknowledge that the Activities involve **INHERENT RISKS** that may cause **SERIOUS INJURY AND POSSIBLY DEATH TO PARTICIPANTS**. I recognize that Equines may, regardless of their training and past behaviour, react unpredictably or irrationally, based on instinct or fright. Accordingly, anyone caring for, handling, riding, or in the vicinity of Equines is exposed to risk of injury and possible death while engaged in those activities. I further recognize that the Activities involving Equines involve **SPECIFIC RISKS AND DANGERS** including but not limited to head and facial injuries, bruises, cuts and scrapes (and any consequential infection), being kicked, struck, bitten, pinned, crushed, or stepped on by Equines, falls from significant heights, uneven ground, exposure to weather and vehicle traffic, rope burns, and working in confined spaces with large animals. I further understand that proper training and experience is required in order to remain as safe as possible while engaged in such activities.
4. I understand that loading and unloading of Equines into or out of trailers or similar small spaces is inherently dangerous, and extreme caution is required when engaged in such tasks. I expressly waive any claim related to any loss or injury suffered in connection with such tasks.
5. I hereby represent that I have appropriate training and experience for any Activities in which I may chose to participate.

6. I fully understand the risks and dangers associated with my participation in the Activities and **ACCEPT SAME ENTIRELY AT MY OWN RISK.**
7. I hereby **WAIVE ANY AND ALL CLAIMS** which I may have against the Ranch and the Employees and **RELEASE THE RANCH AND THE EMPLOYEES** from **ALL LIABILITY** for injury, death, property damage or any other loss sustained by me as a result of my participation in the Activities, **DUE TO ANY CAUSE WHATSOEVER**, including, without limitation, negligence on the part of the Ranch or the Employees, and I **PROMISE NOT TO SUE** the Ranch or any of its Employees with respect to any such injury, death, property damage, or other loss sustained by me.
8. I understand that this Agreement applies whether the Ranch is at fault or not and it limits the liability of the Ranch's Employees to the same extent as it limits the liability of the Ranch, even though the Ranch's Employees are not formal parties to this Agreement. I understand that the Ranch in securing execution of this Agreement by me is acting as agent or trustee on behalf of or for the benefit of the Ranch's Employees who shall, to this extent, be or be deemed to be parties to this Agreement.

**PROTECTIVE HEAD GEAR AND PROPER RIDING FOOTWEAR**

9. All persons under 18 years of age are required to wear protective head gear in the form of a high impact helmet and proper riding footwear (smooth-soled boots with closed toes and minimum 1" heel) while riding or in the vicinity of Equines. It is highly recommended that **ALL RIDERS OF ANY AGE** wear a high impact helmet and proper riding footwear while riding Equines.
10. I fully understand the risks involved in riding Equines or being in the vicinity of Equines. I expressly agree that if I choose to ride Equines or be in the vicinity of Equines without wearing a protective helmet and proper riding footwear, any injury suffered will be the result of my negligence in failing to take reasonable steps to protect my own safety.
11. I agree that I will not invite or bring any person to the Facilities or their surrounding premises without first obtaining the permission of the Ranch to do so.

**INDEMNITY**

12. In consideration of the Ranch allowing me or any child or dependent of mine, or any guest, invitee, or other person present at the Facilities at my express or implied invitation (the "Participants") to use the Facilities or participate in the Activities, the receipt and sufficiency of which consideration is acknowledged, I **AGREE TO INDEMNIFY** the Ranch and the Employees from and against any and all liability, loss, damage, claims, suits, and expenses of any kind, including any action under the *Fatal Accidents Act*, the *Occupiers' Liability Act*, or similar legislation, incurred by or asserted against the Ranch or the Employees and their respective successors and assigns relating to or arising out of the use of the Facilities or participation in the Activities by me or any other Participant. I further **AGREE TO INDEMNIFY** the Ranch and the Employees against any and all legal costs on a solicitor-client basis and other costs or damages which may be incurred in defending any lawsuit or claim that I, or any other Participant may bring against any of them.

**I HAVE READ AND UNDERSTAND THIS AGREEMENT. I UNDERSTAND THAT THIS AGREEMENT CONTAINS A PROMISE NOT TO SUE THE RANCH OR THE EMPLOYEES AND A RELEASE AND INDEMNITY FOR ALL CLAIMS.**

\_\_\_\_\_ Date

\_\_\_\_\_ Name of Releasor

\_\_\_\_\_ Signature of Releasor

\_\_\_\_\_ Witness