

## ACKNOWLEDGMENT OF RISK AND RELEASE OF LIABILITY (AR-0103)

For Participants Over the Age of Majority in the Province or Territory in which the Equine Activities are Provided by the Host

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

### Every Person Must Read and Understand this Waiver Before Participating in Equine Activities

The following waiver of all claims, release from all liability, assumption of all risks, agreement not to sue and other terms of this agreement are entered into by me (the Participant) with and for the benefit of: Midnight's Trail and Konosky Ranching Ltd., its directors, officers, employees, volunteers, business operators, agents and site property owners or lessees (collectively the "Host"). Without limiting the generality of the foregoing, "Equine Activities" includes but is not limited to trail rides, pack trips and riding instructions provided by the "Host" to the Participant.

### Initial Each Item below after Reading and Understanding each item:

- \_\_\_\_\_ 1. I am aware that there are inherent dangers, hazards and risks (collectively "Risks") associated with "Equine Activities" and injuries resulting from these "Risks" are a common occurrence. I am aware that the "Risks" of "Equine Activities" mean those dangerous conditions which are an integral part of "Equine Activities", including but not limited to:
- (a) the propensity of any equine 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 an equine's reaction to such things as sounds, sudden movement, tremors, vibrations, unfamiliar objects, persons or other animals and hazards such as subsurface objects;
  - (c) the potential for other participants to behave in a negligent manner that may contribute to injury to themselves or others, including failing to act within their abilities to maintain control over an equine.
- \_\_\_\_\_ 2. I freely accept and fully assume all responsibility for all "Risks" and possibilities of personal injury, death, property damage or loss resulting from my participation in "Equine Activities".
- \_\_\_\_\_ 3. I agree that although the "Host" has taken steps to reduce the "Risks" and increase the safety of the "Equine Activities", it is not possible for the "Host" to make the "Equine Activities" completely safe. I accept these "Risks" and agree to the terms of this waiver even if the "Host" is found to be negligent or in breach of any duty of care or any obligation to me in my participation in "Equine Activities".
- \_\_\_\_\_ 4. In addition to consideration given to the "Host" for my participation in "Equine Activities", I and my heirs, next of kin, executors, administrators and assigns (collectively my "Legal Representatives") agree:
- (a) to waive all claims that I have or may have in the future against the "Host";
  - (b) to release and forever discharge the "Host" from all liability for any personal injury, death, property damage, or loss resulting from my participation in the equine activity due to any cause, including but not limited to negligence (failure to use such care as a reasonably prudent and careful person would use under similar circumstances), breach of any duty imposed by law, breach of contract or mistake or error in judgment of the "Host"; and
  - (c) to be liable for and to hold harmless and indemnify the "Host" from all actions, proceedings, claims, damages, costs demands, including court costs and costs on a solicitor and own client basis, and liabilities of whatsoever nature or kind arising out of or in any way connected with my participation in "Equine Activities".
- \_\_\_\_\_ 5. I agree that this waiver and all terms contained herein are governed exclusively and in all respects by the laws of the Province or Territory of Canada in which the "Equine Activities" are provided by the "Host". I hereby irrevocably submit to the exclusive jurisdiction of the courts of that Province or Territory of Canada and I agree that no other court can exercise jurisdiction over the terms and claims referred to herein. Any litigation to enforce this waiver will be instituted in the Province or Territory of Canada in which the "Equine Activities" are provided by the "Host".
- \_\_\_\_\_ 6. I confirm that I have had sufficient time to read and understand this waiver in its entirety. I understand that this agreement represents the entire agreement between myself and the "Host", and it is binding on myself and my "Legal Representatives".
- \_\_\_\_\_ 7. I confirm that I have reached the age of majority in the province in which I am participating in "Equine Activities".

### Please Print Clearly

Print - Participant Name \_\_\_\_\_ Date of Birth \_\_\_\_\_  
DAY / MONTH / YEAR

Address \_\_\_\_\_ City \_\_\_\_\_ Province \_\_\_\_\_ Postal \_\_\_\_\_

Phone # (\_\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Participant) Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Print Name of Witness to Signing and Initialling)

\_\_\_\_\_  
(Signature of Witness) Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**SAFETY EQUIPMENT**  
**ACKNOWLEDGMENT AND RELEASE FORM (Participant 18 or Older)**  
**Please Print Clearly**

Participant's Name: \_\_\_\_\_

**No person riding without a helmet designed for equine activities will be allowed to participate in equine activities prior to reading and signing this form.**

**TO:** Midnight's Trail and Konosky Ranching Ltd.,  
their directors, employees, (Name of Person, Organization or Company providing the Equine Activities)  
officers, volunteers, business operators, and site property owners, (all of them collectively called the HOST):

**ACKNOWLEDGMENTS AND STATEMENTS OF PARTICIPANT**

**Initial each item below After Reading and Understanding the item.**

- \_\_\_\_\_ **1) I Understand the RISKS** inherent in equine activities as evidenced by the separately signed Acknowledgment of Risk and Release of Liability Form on file with the "Host".
- \_\_\_\_\_ **2) I Understand** wearing proper safety equipment may reduce injury even though no amount of preplanning can remove all the **DANGERS, HAZARDS, and RISKS** of equine activities.
- \_\_\_\_\_ **3) I have Freely Decided to ride without wearing a helmet** designed for equine activities which might prevent permanent brain damage in the event of an accident.
- \_\_\_\_\_ **4) I have Refused Critical Safety Equipment** for equine activities against the advice of the "Host".
- \_\_\_\_\_ **5) I Fully Assume all additional DANGERS, HAZARDS, and RISKS** to which my decision to ride without a helmet might expose me.
- \_\_\_\_\_ **6) I Understand that signing this form Waives certain Legal Rights** I might have against the "Host".

**Before signing this form I read it (as indicated by my initials above) and I state that I understand it. I further state I am aware that signing this form, waives certain legal rights I and/or the infant Participant and/or our "Legal Representatives" might have against the "HOST".**

SIGNED This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Signature of Participant)

**Do Not Sign until you Understand All Items Above**

\_\_\_\_\_  
(Print HOST Name Witness to Signing & Initialling)

\_\_\_\_\_  
(Signature of HOST Witness)