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Acceptance of Risk and Waiver Form

(Updated 01/11/18)

THIS DOCUMENT WILL AFFECT YOUR LEGAL RIGHTS AND LIABILITIES. PLEASE READ CAREFULLY

I am aware that there are physical risks and hazards inherent in riding, handling horses on the ground and otherwise being present for any activities involving horses, and in my participation in equestrian activities at West Wind Stables, including participation in events at other venues attended by West Wind Stables, my use of school horses, leased (or part-boarded) horses, horse(s) owned by me, tack and equipment such as saddles, bridles, halters, lead ropes, jumping equipment such as jump standards, rails, jump cups, and paddock and pasture fencing and gates.

The risks and hazards of any activity involving horses include, but are not limited to:

- injuries from executing strenuous and demanding physical techniques in horseback riding;
- injuries from collisions with the wall or jumps or other horses, or falls to the ground (whether indoor or outdoor surfaced riding arenas, roads, driveways, or trails);
- injuries from physical contact with other mounted and unmounted participants (including spotters and assistants whose role is to enhance my safety and learning);
- injuries from other participants who 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 a horse;
- injuries resulting from my failure to properly use or affix or adjust any tack and equipment, including saddles, bridles, martingales, girths, lunge lines and lunging cavessons; and
- injuries caused by the unpredictable behaviour of horses and the propensity of any horse regardless of level of training to behave in ways that may result in injury, harm or death to mounted or unmounted persons on or around them and to potentially (i) collide with, bite or kick other animals or persons; (ii) rear, flip over, run uncontrollably, buck, spin, spook, or balk or stop at jumps; and (iii) react unpredictably to sounds, sudden movements, vibrations, unfamiliar objects, persons, animals and hazards.

Furthermore, I am aware:

- **that injuries sustained in equestrian activities can be severe and even fatal;**
- that the rules posted at various locations in the West Wind Stables facility are designed to enhance the safety of myself and others and are to be followed at all times;
- that jumping poses a greater risk of injury than other equestrian mounted or unmounted activities, and that jumping requires special training and safety precautions; and
- that my risk of injury increases as I become fatigued.

I acknowledge that I am participating at my own risk and in full knowledge of the hazards and potential hazards inherent in this activity as well as the inherent risks of riding or being around horses including bodily injury and/or property damage resulting from normal use, competition or schooling.

In consideration of my participation in mounted or unmounted activities at West Wind Stables or other venues attended by West Wind Stables, I and my heirs, executors, administrators and assigns agree:

- **To Waive All Claims** that I might have against 5806497 Manitoba Ltd. o/a West Wind Stables, as well as its directors, officers, shareholders, agents, representatives, employees, officials, members, volunteers (all of them collectively hereinafter referred to as the “**Host**”);

PLEASE CONTINUE TO OTHER SIDE →

- **To Release the "Host"** from any and all liability for any loss, damages, injury, or expense that I or my legal representatives might suffer as a result of my participation due to any cause whatsoever including any **NEGLIGENCE ON THE PART OF THE "HOST"**; and
- **To HOLD HARMLESS AND INDEMNIFY THE "HOST"** from any and all liability for bodily injury or property damage to any third party which might result from my participation in activities organized or conducted by the Host or at the Host's facilities or at other venues attended by the Host.

PHOTO RELEASE:

I understand that 5806497 Manitoba Ltd o/a West Wind Stables may take photos and/or videos of program participants during activities and events for the use in educational or promotional materials in print, multimedia, or webform. Photos/videos will only be used for purposes related to West Wind Stables programs.

Please check the correct box below as to whether you do wish or do not wish to grant permission to use your (or your child's) photos/videos taken during a program.

- I **DO** grant permission for the use of my (or my child's) photos/videos
- I **DO NOT** grant permission for the use of my (or my child's) photos/videos

I hereby declare that in signing this document I have read and fully understood and agree to the terms and conditions stated herein and that it is binding upon my executors, heirs and assigns.

Name of Participant/Rider:		Phone:	(204)
Street Address:			
City:		Province:	
		Postal Code:	
Signature of Participant/Rider:			
Signature of Owner/Agent:			

NOTE: If the participant/rider is under 18 years, a parent or guardian must sign below.

I acknowledge as Parent/Guardian of _____ that I have read, understand and agree to the terms and conditions stated herein on behalf of _____ and myself.

Signed on the _____ day of _____ 20____.

Parent/Guardian's: (Print name) _____

(Signature) _____