

Liability Release Form

THIS IS AN IMPORTANT LEGAL DOCUMENT. BY SIGNING THIS DOCUMENT, YOU ARE AGREEING TO GIVE UP CERTAIN LEGAL RIGHTS. READ CAREFULLY BEFORE SIGNING.

You must agree to, and sign this waiver in order to have access to and enter onto the lands of _____ and must be 18 years of age or older or have the acknowledgement and consent of your parent or legal guardian if under 18 years of age.

1. _____ is providing the use of its lands to the Endurance Riders of Alberta and its participants for an equine endurance ride to take place during the dates, _____ (the "Activities") on an "as is" basis without taking any prior steps to reduce any risks or increase the safety on its lands.
2. The condition of the lands which the Equine Activities are being held cannot be guaranteed, including **without limitation**, topographical conditions, daily farm/ranch activities, damage incurred by livestock, and/or human, animal, machinery, and/or vehicular activities on said lands.
3. I am a member in good standing with the Alberta Equestrian Federation.
4. ASSUMPTION OF RISK: I am an adult and know and understand the scope, nature, and extent of the risks involved in the Activities covered by this Agreement. I understand these risks include, but are not limited to: personal injury, equine injury, property damage, and/or negligent instruction. I voluntarily, freely and expressly choose to incur all risks associated with the Activities covered by the Agreement, and understand that these risks may include personal and/or equine injury, property damage, and/or death to myself, others or equines.
5. RELEASE FROM LIABILITY: I release _____ and related parties, including all its directors, officers, agents, servants, employees, representatives, lessors (hereafter released parties) from any and all liability, claims, demand or actions or causes of action whatsoever arising out of any damage, loss or injury to me or my property, or my death while upon the premises of _____ or while participating in any of the Activities covered by the Agreement, whether resulting from any negligence and/or other fault, either active or passive of any of the released parties or from any other cause.
6. COVENANT NOT TO SUE: I agree not to institute any suit or action at law or otherwise, against any released party or to initiate or assist in the prosecution of any claim for damages or cause of action which I may have by reason of injury to my person or property, or my death, arising from the Activities covered by this Agreement, whether caused by the negligence and/or fault, either active or passive, of any of the released parties, or from any other cause. I further agree that my heirs, executors, administrators, personal representatives, and/or anyone else claiming on my behalf, shall not institute any suit or action at law or otherwise against any of the released parties, nor that they initiate or assist in the prosecution of any claim for damages or causes of action which I, my heirs, executors, administrators, personal representatives, and/or anyone else claiming on my behalf may have by reason of injury to my person or property, or my death, arising from Activities covered by this Agreement, whether

caused by the negligence and/or other fault, either active or passive, of any of the released parties, or from any other cause. By signing this Agreement, I hereby instruct my heirs, executors, administrators, personal representatives and/or anyone claiming on my behalf not to pursue any claims against any of the released parties for damages, injury or death related to the Activity described herein. Should a suit or action be filed against any released party by myself, my heirs, executors, administrators, personal representatives and/or anyone acting on my behalf, I agree that such released parties shall be entitled to recover solicitor and client costs incurred in defense of such suit or action, including appeals.

7. INDEMNITY AGAINST THIRD PARTY CLAIMS: I will indemnify and hold harmless the released parties from any and all claims, losses, and actions, or proceedings of every kind and character, including solicitor and client fees and expenses, which may be presented or initiated by any other persons or organizations and which arise directly or indirectly from my participation in the Activities covered by this Agreement, whether resulting from the negligence and/or fault, either active or passive, of any of the released parties or from any other cause.
8. VALIDITY OF WAIVER: I understand and agree that if I institute, or anyone on my behalf institutes any suit or action at law or any claim for damages or cause of action against any of the released parties because of injury to my person or property, or my death, due to Activities covered by this Agreement, this Agreement, including any additions or supplements to it, can and will be used as evidence in court, and that agreements like this one have been upheld in courts in similar circumstances.
9. CHOICE OF JURISDICTION: I agree that the law of the Province of Alberta shall apply to issues involving this Agreement. I agree that the headings and subheadings used in this Agreement are for convenience only and have no significance in the interpretation of the body of this Agreement.
10. SEVERABILITY: I agree that should one or more provisions in this agreement be judicially determined to be unenforceable, the remaining provisions shall continue to be binding and enforceable against me.
11. CONTINUATION OF OBLIGATIONS: I agree and acknowledge that the terms and conditions of this Agreement shall continue in full force and effect now and in the future at all times during which I access the lands of _____.
12. ACKNOWLEDGEMENT: **By signing below, I hereby acknowledge that I have read all of the provisions above and fully understand the terms and conditions expressed therein and agree to be bound by such terms and conditions.**

