



ACKNOWLEDGMENT OF RISK AND RELEASE OF LIABILITY FORM

The following is a waiver of all claims, release from all liability, assumption of all risks, agreement not to sue and other terms of this agreement have been entered into by me "the Participant" with and for the benefit of all "Equine Activities" facilitated at Spruce Grove Stables.

I, _____, of (City) _____, (Prov/State) _____, (Country) _____ in my own personal capacity, and/or as owner of any animal(s) and/or all personal property that enters upon and uses the property/grounds, facilities and equipment owned by Barry and Barbara Stettner, "the Owners" - 101266501 Saskatchewan Ltd - Spruce Grove Stables located: Northwest 22 – 18 – 19 W 2nd RM of Sherwood, Saskatchewan; now referred to as "Stables", hereby assumes all of the Risks - including, but not limited to; injury or damage of any nature, type or kind to person, invitee, animal, personal property, equipment, vehicles etc.

EVERY PERSON MUST READ AND UNDERSTAND THIS WAIVER BEFORE ENTERING THE STABLES AND/OR PARTICIPATING IN EQUINE ACTIVITIES.

I acknowledge that "the Owners" and their family, directors, officers, contractors, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific activity on their behalf. I acknowledge that the entering upon the property and use of the facilities, equipment and property is risky and can be dangerous and may cause death, serious injury and property loss. I acknowledge the risks that are not limited to, those caused by terrain, facilities, temperature, weather, other users of the property, facilities, and equipment.

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 those dangerous conditions which are an integral part of being directly and/or indirectly involved with Equine Activities, including but not limited to:
 - (a) The propensity of an equine to behave in ways that may result in injury, harm, or death to persons on or around them to potentially collide with, bite, or kick other animals, people, or objects.
 - (b) The unpredictability of an equine's reaction to such things a 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 "the Owners" have taken steps to reduce the "Risks" and increase the safety of the "Equine Activities", it is not possible for "the Owners" to make the "Equine Activities" completely safe. I accept these "Risks" and agree to the terms of this waiver even if "the Owners" are 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 Owners" 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 Owners",
 - (b) To release and forever discharge "the Owners" 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 judgement of "the Owners"; and
 - (c) To be liable for and to hold harmless and indemnify "the Owners" 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 Owners". 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 Owners".
- _____ 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 Owners", and it is binding on myself and my "Legal Representatives".

PLEASE PRINT CLEARLY

*First Name

*Last Name

*Date of Birth (MM/DD/YEAR) _____

*Cell: _____

*Address _____

*City _____ *Prov/State _____ *PC/ Zip Code _____

Signature

Signed this _____ day of _____, 20_____
(for the term of one calendar year, to be renewed January 1, 2022)

Witness (Print Name)

Signed this _____ day of _____, 20_____

Signature