



Name \_\_\_\_\_

Email \_\_\_\_\_ OEF Memb# \_\_\_\_\_

On my behalf and on the behalf of any minor children and/or guests participating in activities on the property of Stonecroft Ltd., for whom I am legally responsible, I have read, understand and agree to the statements on this page

\_\_\_\_\_  
(signature) (date)

**ASSUMPTION OF RISKS**

I am aware and understand that activities involving horses involve many risks including but not limited to:

- Horses, which are powerful and potentially dangerous, may change their behaviour at any time and may without warning jump, run wildly, buck, kick, bite or step on people or things;
- Horses may collide with other horses or objects or trip/stumble/startle, or fall while being led, driven, ridden or attended to;
- Negligence (which means in general terms, a failure to exercise ordinary or proper care) of other riders/drivers/handlers, me or my child's own failure to ride safely, within my or my child's ability or within designated area's and trails;
- Equipment may fail;
- Weather conditions may change and can sometimes be dangerous;
- The nature of the terrain can change and has certain risks associated with including, but not limited to exposed natural objects, trees, streams, creeks or holes;
- The activities can sometimes be in remote areas and injuries or illness may occur and it may be a considerable distance to doctors, hospitals, or any other type of assistance; and
- Negligence on the part of the property owners, their agents or staff members. I am also aware that risks, dangers, and hazards referred to above exist throughout the trail, stable, arena's (both indoor and outdoor) as well as many areas that are not marked. I understand and acknowledge that no amount of caution, experience or instruction can eliminate all the risks involved. I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage and damages or loss resulting there from

\_\_\_\_\_  
(initial)

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration of the Provider, their agents or staff for providing me or my child with a horse, other services, use of equipment, and/or other facilities, and the Property Owners providing me or my child with use of the property (hereinafter collectively referred to as "the Service"), I hereby agree as follows:

- TO WAIVE ANY AND ALL CLAIMS that I or my child have or may in the future have against the Property Owner, the Provider or the staff (hereinafter collectively referred to as "the Releasees") and to RELEASE THE RELEASEES from any and all liability for any loss, damage, injury or expense that I or my child may suffer, or that my or my child's, next of kin may suffer as a result of my or my child's use of the services or due to any cause whatsoever, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE INCLUDING ANY DUTY OF CARE OWNED UNDER THE "OCCUPIERS LIABILITY ACT" ON THE PART OF THE RELEASEES;
- TO HOLD HARMLESS AND IMDEMNIFY THE RELEASEES from any and all liability for any damage to the property of or personal injury to any third party resulting from my or my child's use of the services;
- This agreement shall be effective and binding upon my or my child's heirs, next of kin, executors, administrators, assigns and representatives in the event of my or my child's death or incapacity;
- This agreement shall be governed by and interpreted in accordance with the laws of the province of Ontario; and any litigation involving the parties in this agreement shall be brought within the province of Ontario.

\_\_\_\_\_  
(initial)

**PROTECTIVE HEAD GEAR AND RIDING BOOTS**

- Proper riding footwear is required by all persons, regardless of age, participating in any horse related activities.
- ALL MINORS (under the age of 18) are required to wear protective head gear in the form of a high impact helmet and proper footwear.
- IT IS HIGHLY RECOMMENDED THAT ALL RIDERS OF ANY AGE WEAR A HIGH IMPACT HELMET.

In entering into this agreement, I am not relying upon any oral or written representations or statements made by the Releasees or that which is set forth in this agreement.

\_\_\_\_\_  
(initial)