**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: JUMP ALBERTA SOCIETY, 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, competitions, tournaments organized and /or operated by the “Host”, riding instruction, coaching and training 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.

(d) the potential of natural or man-made hazards being present that can cause me harm, including communicable disease.

2. I freely accept and fully assume all responsibility for all "Risks" and possibilities of any and all personal injury, sickness, disease, medical payments, 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 inthe 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".

Participant Name Date of Birth Tel # Address City Province Postal

Signed this day of , 2021

(Signature of Participant)

(Print Name of "Host" Witness to Signing and Initialing)

Signed this day of , 2021

(Signature of "Host" Witness)

**ACKNOWLEDGMENT OF RISK AND RELEASE OF LIABILITY** (AR-0103) **For Participants Under 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!**

**The Parent/Guardian Must Read and Understand this Waiver Prior to Infant 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 on behalf of the Infant Participant named below with and for the benefit of: JUMP ALBERTA SOCIETY, its directors, officers, employees, volunteers, business operators, agents, and site property owners or lessees (the “Host”). Without limiting the generality of the foregoing, “Equine Activities” includes but is not limited to competitions, tournaments organized and /or operated by the “Host”, riding instruction, coaching and training provided by the "Host" to the Infant Participant.

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

1. I am the Parent/Guardian of the Infant Participant and am executing this waiver on behalf of the Infant Participant in my capacity as Parent/Guardian and with the intent that this waiver be binding on myself and the Infant Participant for all legal purposes.

2. I am aware that there are inherent dangers, hazards and risks (“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; and

(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.

(d) the potential of natural or man-made hazards being present that can cause me harm, including communicable disease

3. I freely accept and fully assume all responsibility for all "Risks" and possibilities of any and all personal injury, sickness, disease, medical payments, death, property damage or loss resulting from the Infant Participant’s participation in "Equine Activities".

4. 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 on behalf of the Infant Participant, even if the "Host" is found to be negligent or in breach of any duty of care or any obligation to myself or the Infant Participant in the Infant’s participation in "Equine Activities".

5. In addition to consideration given to the "Host" for the Infant Participant’s participation in "Equine Activities", I and my heirs, next of kin, executors, administrators and assigns, as well as the Infant Participant and his/her heirs, next of kin, executors, administrators and assigns (collectively our “Legal Representatives”) agree:

(a) to waive all claims that the Infant Participant has or may have in the future against the "Host";

(b) to release and forever discharge the "Host" from all liability for personal injury, death, property damage, or loss that I, the Infant Participant, or our "Legal Representatives" might suffer as a result of the Infant Participant’s participation in "Equine Activities" 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 the Infant's participation in "Equine Activities".

6. 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".

7. 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 the "Host", myself as Parent/Guardian, and the Infant Participant, and it is binding on myself, the Infant Participant and our "Legal Representatives".

Infant Participant’s Name Date of Birth Address City Province Postal Parent/Guardian’s Name Date of Birth Tel # Address City Province Postal

 Signed this day of , 2021

(Signature of Parent/Guardian of Infant Participant)

(Print Name of "Host" Witness to Signing and Initialing) (Signature of "Host" Witness)

 ****

**Event Participation Waiver**

**WAIVER OF LIABILITY FOR ALL CLAIMS AND RELEASE OF LIABILITY**

**PLEASE READ CAREFULLY BEFORE SIGNING**. Completed waivers must be returned with registration or prior to attending the Organizer’s event:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(the “**Event**”). This waiver does not affect accident and out-of-country travel insurance provided by the Organization where applicable.

By signing below, the Participant (named below) and/or the Participant’s Guardian represents that the Participant: 1. Has not travelled internationally during the last 14 days;

2. Has not visited a COVID-19 high risk area, region or location in Canada during the last 14 days; 3. Does not knowingly have COVID-19;

4. Is not experiencing known symptoms of COVID-19, such as fever, cough, or shortness of breath, and if experiences such symptoms during the Event will immediately depart from the Event;

5. Has not, in the past 14 days, knowingly come into contact with someone who has COVID-19, who has known symptoms of COVID-19, or is self-quarantining after returning to Canada; and

6. Follows government recommended guidelines in respect of COVID-19, including practicing physical distancing, and will do so to the best of the Participant’s ability during the Event.

In addition, by signing below the Participant and/or the Participant’s Guardian understands, acknowledges and assumes the inherent risks in participating in the Event, including, but not limited to: the potential for bodily injury or illness (including contraction of COVID-19); contact or interaction with others who may have been exposed to COVID-19; permanent disability, paralysis, or loss of life; collision with natural or manmade objects; dangers arising from adverse weather conditions; imperfect venue or field of play conditions; equipment failure; participants of varying skill levels; inadequate safety measures; circumstances known, unknown or beyond the control of the Organizer, its partners, sponsors, agents, affiliates, directors, employees, officer, therapists, or volunteers (together, the “**Organization**”); negligence or omission of the Organization (collectively, the “**Risks**”).

|  |
| --- |
| In consideration for allowing the Participant to participate in the Event, the Participant and/or the Participant’s Guardian: (a) release, discharge and forever hold harmless the Organization from any and all liability for damages or loss arising as a result of the Risks of participation in or in connection with the Event; (b) waive any right to sue the Organization in respect of all causes of action (including for injuries or illness caused by their own negligence), claims, demands, damages or losses of any kind that may arise as a result of the Risks of participation in or in connection with the Event, including without limitation the right to make a third party claim or claim over against the Organization arising from the same; and (c) freely assumes all risks associated with the Risks, anything incidental to the Risks, which may arise as a result of participation in or in connection with the Event. **YOU ARE GIVING UP LEGAL RIGHTS TO ANY AND ALL FUTURE CLAIMS AGAINST THE ORGANIZATION.** |

I confirm that I have read and fully understand this waiver and release of liability. I sign this waiver and release of liability voluntarily without any inducement, assurance, or warranty being made to me.

**Print Name: Date of Birth:**

the “**Participant**” (mm/dd/yyyy)

**Print Name:**

The “**Guardian**” (if Participant is a minor)

**Signature: Date:**

Participant or Guardian for minor (mm/dd/yyyy)