

**EMPIRE EQUESTRIAN**

**1267 Haldimand County Hwy 56, York, ON, N0A 1R0**

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND IMDEMNITY**

**AGREEMENT**

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE

INDICATES YOU UNDERSTAND IT AND AGREE ON ITS TERMS. BY SIGNING THIS

AGREEMENT, YOU OR YOUR CHILD ARE GIVING UP CERTAIN LEGAL RIGHTS,

INCLUDING THE RIGHT TO SUE OR RECOVER DAMAGES IN CASE OF INJURY,

DEATH OR PROPERTY DAMAGES, FOR ANY REASON, INCLUDING BUT NOT

LIMITED TO, THE NEGLIGENCE OF THE STABLE; IT’S OWNER, EMPLOYEE AND

AGENTS (“THE RELEASEES”).

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on behalf of myself (and/or

my minor child)]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby agree to and

understand the below specified rules and warnings which are attached to horseback

riding, and release Empire Equestrian of any and all liability in regard to (but not limited

to) falling, major or minor injuries, injury to horses, damage of equipment, etc.

I Reside at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. [Street Address] [City] [Province] [Postal code]

In consideration for allowing me (or my minor child) to handle and ride a horse and on

behalf of myself, my child or our personal representatives, heirs, next-of-kin, spouses

and assigns, I HEREBY:

- Acknowledge that a horse, mule, or donkey may, without warning or any

apparent cause, buck, stumble, fall, rear, bite, kick, run, make unpredictable

movements, spook, jump obstacles, step on a person’s feet, push or shove a

person, saddles, or bridles may loosen or break – all of which may cause the

rider to fall or be jolted, resulting in serious injury or death.

-ACKNOWLEDGE THAT HORSEBACK RIDING IS AN INHERENTLY

DANGEROUS ACTIVITY AND INVOLVES RISKS THAT MAY CAUSE

SERIOUS INJURY AND IN SOME CASES DEATH, because of the

unpredictable nature and irrational behavior of horses, regardless of their training

and past performance.

-Voluntarily assume the risk and danger of injury or death inherent in the use/presence of

the horse/donkey, equipment and gear provided to/purchased by me or Empire Equestrian Centre,

hereinafter referred to as the Stable.

-RELEASE, DISCHARGE AND PROMISE NOT TO SUE the Stable, doing

business under its own name or any other name and/or any of its owners,

officers, employees, and agents (hereinafter the “Releasees”), for any loss,

liability, damages, or cost whatsoever arising out of or related to any loss,

damage, or injury (including death) to my person or property.

-Release the Releasees from any claim that such Releasees are or may be

negligent in connection with my riding experience or ability including but not

limited to training or selecting horses, maintenance, care, fit or adjustment of

saddles or bridles, instruction or riding skills or leading and supervising riders.

-INDEMNIFY, AND SAVE AND HOLD HARMLESS the Stable, instructors, its

employees and agents from and against any loss, liability, damage or cost they

may incur arising out of or in any way connected with either my use of the horse

and any equipment of gear provided/brought therewith or any acts or omissions of

wranglers or other employees or agents.

-The Undersigned expressly agrees that the foregoing release and waiver of

liability, assumption of risk, and indemnity agreement is governed by the

Province of Ontario and is intended to be as broad and inclusive as is permitted

by Canadian Law (RIDE AT YOUR OWN RISK), and that in the event any

portion of this Agreement is determined to be invalid, illegal, or unenforceable,

the validity, legality, and enforceability of the balance of the Agreement shall not

be affected or impaired in any way and shall continue in full legal force and

effect.

-Acknowledge that this document is a contract and agree that if a lawsuit is filed

against the Stable or its owner, agents, employees, guides or wrangles for any

injury or damage in breach of this contract, the Undersigned will pay all

attorney’s fees and costs incurred by the Stable in defending such an action.

-State that I am not now pregnant, and that I have no history of epileptic seizures,

heart condition or any other medical problem that could be affected by

horseback riding that have not been disclosed to stable management. I acknowledge that horseback riding can potentially cause miscarriage, physical harm, and other issues and assume the risk.

-IT IS REQUIRED THAT MY CHILD AND ALL RIDERS WEAR A PROTECTIVE

HELMET. IT IS MY UNDERSTANDING THAT A PROTECTIVE HELMET IS TO BE BROUGHT TO THE STABLE FOR PERSONAL USE AND HAS BEEN BROUGHT FOR MY OWN/MY CHILD’S SAFETY.

**EMPIRE EQUESTRIAN REQUIRES ALL RIDERS TO BE WEARING**

**APPROPRIATE FOOTGEAR AND HEADGEAR AT ALL TIMES WHEN**

**AROUND THE HORSES/RIDING.**

-If the person who is to enter into this Agreement is less than eighteen (18) years

of age, his/her parent or guardian must read this Agreement and sign below on

the behalf of the minor.

I have read this entire Release of Liability Document. I understand it is a promise not

to sue and to release the stable, its owners, employees, and agents for all claims. I

have made a free and deliberate choice to sign this Release and Waiver as a

condition to Releasees allowing me or my child to ride or handle a horse. I have

concluded that the risks involved, and the release and waiver of liability is worth the

pleasure of horseback riding experiences.

[Signature of Participant/ legal

guardian]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Date]