

ASSUMPTION OF RISKS, RELEASE OF INTEREST, WAIVER OF CLAIM, AND INDEMNITY AGREEMENT

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE.

PLEASE READ CAREFULLY!

To: **THE J & H RANCH INC.**, its directors, officers, employees, volunteers, business operators, agents and site property owners or lessees (the "Provider")

AND TO: ALL PROPERTY OWNERS (PRIVATE, FEDERAL, PROVINCIAL, REGIONAL AND MUNICIPAL)

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 my own behalf and on behalf of any children under 18 years of age named below for whom I am legally responsible, with and for the benefit of **THE J & H RANCH INC.**, its directors, officers, employees, volunteers, business operators, agents and site property owners or lessees (the "Provider") in regard to the provision of horses, horse riding, instruction, use of equipment, use of facilities, other services and activities engaged in, on, or at the location of **THE J & H RANCH INC.** by myself or my child(ren) (the "Services").

***INITIAL EACH SECTION AFTER READING & UNDERSTANDING EACH ITEM**

A. ACKNOWLEDGMENT OF RISKS:

I am aware and understand that there are inherent dangers, risks and hazards ("Risks") associated with activities involving horses, including, but not limited to the following:

1. Horses, being powerful and potentially dangerous animals, that may change their behavior at any time and may without warning, jump, run wildly, buck, kick, bite or step on people or things;
2. Horses may collide with other horses or objects or trip, stumble or fall even if being led, ridden, or attended to;
3. The potential for other riders or participants, or my self, or my child(ren) to behave in a negligent manner that may contribute to injury to myself or my child(ren) or others, including failing to ride within an individual's ability to maintain control over a horse, or failing to remain on designated areas or trails .
4. The potential for equipment to fail;
5. The potential for weather conditions to change and become dangerous;
6. The nature of the terrain which can change and has certain risks associated with it including, but not limited to, exposed natural objects, trees, streams and creeks;
7. The potential for activities to 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
8. Negligence on the part of THE J & H RANCH INC.

*Initials

B. ASSUMPTION OF RISKS:

I am also aware that the risks, dangers and hazards referred to in Section A exist throughout the trail, stable, practice, arena, building and other areas on the property and many are unmarked. I understand and acknowledge that no amount of caution, experience and instruction can eliminate all of the risks involved and I freely accept and fully assume all responsibility for all such risks, dangers and hazards and the possibility of personal injury, death, property damage and damages or loss resulting therefrom.

*Initials

C. RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration for me and/or my child(ren)'s participation in activities at **THE J & H RANCH INC.**, I and my heirs, next of kin, executors, administrators, assigns and representatives, as well as my child(ren)'s heirs, next of kin, executors, administrators, assigns and representatives, hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I or my child(ren) have or may in the future have against the Provider;
2. TO RELEASE THE PROVIDER from any and all liability for any loss, damage, injury or expense that I or my child(ren) may suffer, or that my or my child(ren)'s next of kin may suffer as a result of me or my child(ren)'s use of the services or due to any cause whatsoever, INCLUDING but not limited to negligence, breach of contract, breach of any Statutory or other duty or care including any duty of care owed under the "Occupiers Liability Act" on the part of the Provider;
3. TO HOLD HARMLESS AND INDEMNIFY THE PROVIDER from any and all liability for any damages to the property of or personal injury to any third party resulting from my or my child's use of the Services;

*Initials

D. PROTECTIVE HEAD GEAR & RIDING BOOTS

All parties engaging in Services must wear proper riding footwear consisting of hard soled footwear with a heel of no less than 1.5 centimeters; AND protective head gear in the form of high impact helmet that meets current standards for equipment designed and manufactured for use while riding horses as established by the American Society of Testing and Materials (ASTM), the British Standards Institute (BSI) or the European Safety Standards.

*Initials

E. ACKNOWLEDGMENT AND AGREEMENT

In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the Releasees other than what is set forth in this Agreement. I agree and understand that this Agreement and all terms contained herein are governed exclusively and in all respects by the laws of the Province of Ontario. I hereby irrevocably submit to the exclusive jurisdiction of the courts of Ontario, 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 of Ontario, Canada.

I agree and confirm that I have had sufficient time to read and understand this Agreement in its entirety. I understand and acknowledge that signing below is binding on myself, my child(ren) and our heirs, next of kin, executors, administrators, assigns and representatives and results in a waiver of my legal rights against the Provider.

Signed this _____ day of _____ 20_____.

Signature of Customer
(a parent or legal guardian must sign for children under 18)

Witness

Print name & ages of minors

Please print your name

Please print your name

THIS AGREEMENT MUST BE COMPLETED IN FULL, SIGNED, DATED, AND WITNESSED BEFORE ANY ACTIVITY WITH HORSES MAY BE UNDERTAKEN.