

ACKNOWLEDGEMENT OF RISK AND RELEASE OF LIABILITY

For Participants Over the Age of Majority in the Province of British Columbia.

WARNING: THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS. READ IT CAREFULLY.

Every Person Must Read and Understand this Waiver Before Participating in Equine Activities at the Elk/Beaver Lake Equestrian Centre located at 720 Beaver Lake Rd., Victoria BC (the "Equestrian Centre").

Participant(s) means one or more Participants who are over the age of majority.

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(s)") with and for the benefit of the Elk/Beaver Lake Equestrian Society ("EBLES") and the Capital Regional District ("CRD"), their directors, officers, employees, volunteers, business operators, agents and site property owners or lessees. Without limiting the generality of the foregoing, "Equine Activities" includes, but is not limited to, the handling of horses, riding of horses, whether with or without the presence of an instructor/coach, and any other activities.

Initial I/We am/are 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;
- 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; and
- d) the potential of natural or man-made hazards being present that can cause me harm, including communicable disease.

Initial I/We 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/our participation in "Equine Activities".

Initial I/We agree that although the "EBLES" and or the "CRD" has taken steps to reduce the "Risks" and increase the safety of the "Equine Activities", it is not possible for the "EBLES" and or the "CRD" to make the "Equine Activities" completely safe. I accept these "Risks" and agree to the terms of this waiver even if the "EBLES" and or the "CRD" is found to be negligent or in breach of any duty of care or any obligation to me/us in my/our participation in "Equine Activities".

Initial In addition to consideration given to the "EBLES" and the "CRD" for my/our participation in "Equine Activities", I/We and my/our heirs, next of kin, executors, administrators and assigns (collectively my/our "Legal Representatives") agree:

- a) to waive all claims that I/We have or may have in the future against the "EBLES" and or the "CRD";
- b) to release and forever discharge the "EBLES" and or the "CRD" from all liability for any personal injury, death, property damage, or loss resulting from my/our 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 "EBLES" and or the "CRD".
- c) to be liable for and to hold harmless and indemnify the "EBLES" and the "CRD" 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/our participation in "Equine Activities".

Initial I/We agree that this waiver and all terms contained herein are governed exclusively and in all respects by the laws of the Province of British Columbia. I/We hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of British Columbia and I/We 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 British Columbia.

_____ I/We confirm that I/We have had sufficient time to read and understand this waiver in its entirety. I/We
Initial understand that this agreement represents the entire agreement between the "EBLES", and myself//us, and it is
binding on myself/us and my/our "Legal Representatives".

Participant's Name _____ Birth Date _____
Address _____ City _____ Province _____ Postal Code _____
Phone # _____ Email _____

Signature of Participant _____ Date _____

2nd Participant's Name _____ Birth Date _____

****If the info requested below is the same as above you may type same****

Address _____ City _____ Province _____ Postal Code _____
Phone # _____ Email _____

Signature of 2nd Participant _____ Date _____

Signature of EBLES Representative _____ Date _____