

## APPENDIX C

# ACKNOWLEDGEMENT OF RISK AND RELEASE OF LIABILITY (for participants 18 Years Old or Older)

Please Print Clearly

Participant's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

### Every Person must Read and Understand this form before Participating in Equine Activities

TO: \_\_\_\_\_ **Destiny Equestrian** \_\_\_\_\_ their directors, employees, officers, volunteers, business operators,  
and site property owners. \*Boarding \*Lessons  
\*Camps \*Clinics  
(416) 664-8771 collectively called the HOST)

### Initial each item below After Reading and Understanding the item

1. **I Understand** there are Inherent **DANGERS, HAZARDS and RISKS**, (collectively called **RISKS**) associated with Equine Activities and injuries resulting from these "RISKS" are a common occurrence.
2. **I Acknowledge** that the Inherent "**RISKS**" of Equine Activities mean those **DANGEROUS** conditions which are an integral part of Equine Activities, **including but not limited to:**
  - The propensity of any equine to behave in ways that might 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.
  - 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.
  - The potential for other participant (s) to act in a negligent manner that might contribute to injury to themselves or others, such as failing to act within their ability or to maintain control over an equine.
3. **I Freely Accept and Fully Assume All Responsibility** for the Inherent "**RISKS**" and the possibility of personal injury, death, property damage or loss resulting from my Participation in Equine Activities.
4. **I Acknowledge** that it remains my **Sole Responsibility** to act in such a manner as to be responsible for my own safety and to Participate Within My Own Limits.
5. **In addition to consideration given for my Participate in Equine Activity, I and my heirs, executors, administrators and assigns (collectively called my "Legal Representatives") agree**
  - **To Waive All Claims that I might have against the "HOST";** and
  - **To Release the "HOST" from Any and All Liability** for any loss, damages, injury, or expense that I or my "Legal Representatives" might suffer as a result of my Participation due to any cause whatsoever **including any NEGLIGENCE ON THE PART OF THE "HOST";** and
  - **To HOLD HARMLESS AND INDEMNIFY THE "HOST"** from any and all liability for property damage or personal injury to any third party which might result from my Participation in Equine Activities.

Before signing this form I read it (as indicated by my initials above) and I stated that I understand it. I know that signing this form, waives certain legal rights I or my "Legal Representatives" might have against the "HOST".

SIGNED This \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
(Print Name of Witness to Signing & Initialing)

\_\_\_\_\_  
(Signature of Participant)

\_\_\_\_\_  
(Signature of Witness)

**Do Not Sign Until You Understand All Items Above**