



# Saugeen Bluffs Horse Campground

## ACKNOWLEDGEMENT OF RISK AND RELEASE OF LIABILITY

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 Saugeen Bluffs Conservation Area. All Participants under the age of 18 must have their parent or legal guardian sign this form on their behalf before participating at Saugeen Bluffs Conservation Area.**

Participant Name: \_\_\_\_\_ Insurance Company \_\_\_\_\_  
(Please Print) (Please Print)

Parent or Legal Guardian Name: \_\_\_\_\_ Policy # \_\_\_\_\_  
(If participant is under 18) (Please Print)

*All Minors (horseback riders under 18 years of age), are **required** to wear protective head gear in the form of a high impact helmet. Helmets and appropriate footwear are strongly recommended for all riders, regardless of age.*

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 Saugeen Valley Conservation Authority, its directors, members, officers, volunteers, business operators, agents and site property owners or lessees (collectively the "Host").

Without limiting the generality of the foregoing, "Equine Activities" undertaken at Saugeen Bluffs Conservation Area includes but is not limited to trail rides, pleasure and recreational riding, use of any challenge or horse/rider obstacle courses, and horse camping.

**By signing this document you will waive certain legal rights, including the right to sue.**

*On my behalf, and on behalf of any minor children participating in these activities for whom I am legally responsible, I agree to the following:*

### **Assumption of Risks**

I am aware and understand that activities involving horses involve many risks, dangers and hazards, including but not limited to the following:

- 1) Horses, which are powerful and potentially dangerous animals, 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, trip, stumble, or fall even if being led, ridden or attended to;
- 3) Negligence, which means in general terms, a failure to exercise ordinary or proper care or other riders or my child's own failure to ride safely, within my or my child's ability or within designated areas;
- 4) Equipment may fail;
- 5) Weather and trail conditions can change and sometimes may be dangerous; and,
- 6) Negligence on the part of A PROPERTY OWNER AND/OR THE PROVIDER OF THEIR STAFF. I am also aware that the risks, dangers and hazards referred to above exist throughout the trail, obstacle course, corral or hitching post or other enclosure or fence, practice and other recreational areas and many are unmarked. I understand and acknowledge that no amount of caution, experience or instruction can eliminate all of the risks involved and I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage and damages or loss resulting there-from.

### **Acknowledgement That Equine Activities Are Inherently Dangerous**

I acknowledge to read and understand each item of this agreement as follows:

- 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 of an equine becoming sick or injured however caused; and,
  - (d) 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.
- 2) I freely accept and fully assume all responsibility for all “Risks” and possibilities of personal injury, 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 judgement of the “Host”; and,
    - (c) to be liable for and to hold harmless and indemnify the “Host” from all actions, proceedings, claims, damages, injuries, 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 of Ontario which the “Equine Activities” are provided by the “Host”. I hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of Ontario 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 in which the “Equine Activities” are provided by the “Host”.

**Release of Liability, Waiver of Claims and Indemnity Agreement**

In consideration of the “Host” providing me or my child access to Saugeen Bluffs Conservation Area and all of their services and facilities permitting me or my child’s use of their equipment, and other facilities and the Property Owners providing me or my child with the use of their property (hereinafter collectively referred to as “the services”), I hereby agree as follows:

- 1) TO WAIVE ANY AND ALL CLAIMS that I or my child have or may have in the future against the “Host” and their directors, members, officers, employees, agents, representatives and volunteers (all of whom are hereinafter collectively referred to as the “RELEASEES”) and to release the Releasees from any and all liability for any loss, damage, injury or expense that I or my child may suffer, or that my or my child’s next of kin may suffer as a result of mine or my child’s use of the Services or due to any cause whatsoever, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE INCLUDING ANY DUTY OF CARE OWNED UNDER THE “OCCUPIERS LIABILITY ACT” ON THE PART OF THE RELEASEES; and,
- 2) TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to the property of or personal injury to any third party resulting from mine or my child’s use of services.

**PLEASE READ CAREFULLY**

**I HAVE READ AND UNDERSTOOD THIS AGREEMENT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY CHILD, OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.**

Signature of Rider (Participant)	Date
Signature of Parent or Legal Guardian (If Participant is under 18 years old)	Date
Park Staff Name (Please Print)	Signature of Park Staff
	Date