

HI POINT GUEST RANCH WAIVER

EVERY PARTICIPANT OR PARENT/GUARDIAN OF PARTICIPANT IN EQUINE ACTIVITIES ON THE HOSTS' PROPERTIES SHALL CAREFULLY READ THIS NOTICE BEFORE SIGNING. NO PERSON WILL BE ALLOWED TO PARTICIPATE IN ANY EQUESTRIAN ACTIVITY ON THE "PROPERTY" PRIOR TO READING AND SIGNING THIS RELEASE AND ACKNOWLEDGEMENT FORM. BY SIGNING THIS AGREEMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE SHOULD YOU BE INJURED.

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

Name _____ Date of Birth _____
Address _____
Phone # _____ Email _____
Horse Council BC # _____ Age if a minor _____

EMERGENCY CONTACT

Name _____ Phone # _____

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:

Hi-Point Enterprises Inc., its directors, officers, employees, volunteers, business operators, agents, and site property owners or lessees (collectively the "HOST"). The term "PROPERTY" refers to any properties owned by the "HOST".

The term Equine Activity shall apply to riding, trail rides, pack trips, riding instruction, working around horses, mounted or on foot - whether supervised or not. It shall also include all activities, services and use of facilities provided by or arranged by the "HOST" or in any way related to riding and in this agreement will be referred to as the "ACTIVITY". I am aware and understand that there are inherent **DANGERS, HAZARDS and RISKS**, (collectively called "RISKS") associated with Equine Activities.

I acknowledge that these 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 may result in injury, harm or death to persons on or around them and/or damage to property in their vicinity;
- the unpredictability of an equine's reaction or response to such things as sounds, sudden movement and unfamiliar objects, persons or other animals, surface and subsurface objects;
- collisions with other equines, animals, people and objects;
- the potential of any participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over -the equine or to act within his or her ability;
- the increased potential of a participant to suffer a fall from horse when jumping due to an error of judgment on the part of the rider or horse, OR due to jump design, construction or terrain;
- The possibility that the "HOST" may fail to predict whether the terrain or obstacles are within the ability of each individual horse and rider combination to safely negotiate.
- the potential dangers that I could incur in working on the ground with, mounting, riding, walking, boarding, jumping, feeding said horse; including, but not limited to, any interactions with other horses.

I understand that injuries resulting from such "RISKS" are a common and ordinary occurrence associated with Equine Activities. I freely accept and fully assume all the "RISKS" and the possibility of personal injury, death, property damage or loss from being a Participant. 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.

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In consideration of the "HOST" permitting my Participation in the "ACTIVITY", I together with my heirs, executors, administrators and assigns, (collectively called my "Legal Representatives") agree as follows:

1. To Waive Any and All Claims that I have or may in the future have against the "HOST" arising out of any aspect of my participation in the "ACTIVITY";
2. To Release the "HOST" from Any and All Liability for any loss, damage, expense or injury, including death, that I or my "Legal Representatives" may suffer as a result of my Participation in the "ACTIVITY" due to any cause whatsoever INCLUDING NEGLIGENCE ON THE PART OF THE "HOST" OR FAILURE OF THE "HOST" TO SAFEGUARD OR PROTECT ME FROM ANY OF THE "RISKS" REFERRED TO ABOVE;
3. TO HOLD HARMLESS AND INDEMNIFY the "HOST" from any and all liability for any property damage or personal injury to any third party resulting from my Participation in the "ACTIVITY";
4. That this agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives in the event of my death;
5. That this agreement shall be governed and interpreted in accordance with the laws of the province of British Columbia;
6. That any litigation involving the parties to this agreement shall be brought within the province of British Columbia.

I have read and understood the Rules of the "ACTIVITY" which apply to me. I agree to abide by those rules and acknowledge that a breach of the Rules may among other things result in my expulsion from the "ACTIVITY". Before I signed this release and Acknowledgment, I read it and I state that I understand it. I am aware that by signing this Release and Acknowledgment, I am waiving certain legal rights which I may have against the "HOST", or, if I die, by signing this Release and Acknowledgment, I am waiving certain legal rights that my Legal Representatives may have against the "HOST".

HOLD HARMLESS AGREEMENT

1. I understand and recognize and warrant that this Hold Harmless Agreement, is being voluntarily and intentionally signed and agreed to, and that in signing this Hold Harmless Agreement I know and understand that this Hold Harmless Agreement may further limit the liability of equine professionals to include any activity, whatsoever, involving and equine, including death, personal injury and/or damage to property.
2. I recognize and agree that I know which equine professional(s) I will be working with, and acknowledge that I agree said equine professional(s) has/have made reasonable and prudent efforts to determine my ability to engage in the equine activity, and has/have sufficient knowledge of my equine and horseback riding skills as to relieve, release and hold harmless said equine professional(s) from any continuing duty to monitor my equine activities.
3. I further voluntarily agree and warrant to Release and Hold Harmless Agreement this (these) equine professional(s) from any liability whatsoever, including, but not limited to, any incident caused by or related to said equine professionals negligence, relating to injuries known, unknown, or otherwise not herein disclosed; including, but not limited to, injuries, death or property damage from: doing groundwork; mounting; riding; dismounting; walking; grooming; feeding; use of horse barn; use of arena; round corral; playground; paddock; trails or horse ring, in any capacity; falling off horse whether horse is bucking, flipping, spooked; or my failure to understand any equine professional's directions relating to my riding and otherwise use and control, or lack thereof, of my horse or the horse I have been assigned to.
4. Helmet use – I acknowledge that it is my decision to wear or not wear a helmet. I am not relying on Company or anyone affiliated with Company to provide a helmet, to check any helmet or strap that I my wear. The decision to wear or not wear a helmet is my decision alone.

I, the undersigned, have read and understand, and freely and voluntarily enter into this Acknowledgement & Assumption of Risk, Release of Liability, Waiver of Claims and Hold Harmless Agreement with **Hi-Point Enterprises Inc.**, understanding that this document is my acknowledgement Release and Hold Harmless Agreement is a waiver of any and all liabilities.

Date

Signature of Participant or Parent/Guardian

Signature of Witness

THIS AGREEMENT MUST BE COMPLETED IN FULL, DATED, SIGNED & WITNESSED PRIOR TO RIDING ON THE PROPERTY