

## **ASSUMPTION OF RISK, RELEASE OF LIABILITY, WAIVER OF CLAIMS & INDEMNITY (ONTARIO)**

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

This Agreement is made between **Maple View Farms**, a business operating in Ontario, together with its owner **Jacqueline Reynolds** (the “**Provider**”) and the undersigned participant (“**Participant**”).

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### **1. Activities**

The Participant agrees to take part in equestrian activities, which may include but is not limited to: horseback riding lessons, instruction, training, horsemanship, grooming, tacking/untacking, handling horses, lunging, trail riding, and related activities, whether mounted or unmounted, and **whether using horses owned by the Provider, a third party, or the Participant.**

Activities may take place at **third-party barns, stables, arenas, trails, or off-site locations** not owned or controlled by the Provider.

Participant Initials: \_\_\_\_\_

### **2. Acknowledgement and assumption of risk**

The Participant understands and acknowledges that **equestrian activities are inherently dangerous** and involve risks that may result in **serious injury, permanent disability, death, or property damage.**

These risks include, but are not limited to:

- unpredictable behavior of horses (including spooking, bucking, bolting, rearing, biting, kicking, or stepping on a person);
- falls from a horse or being struck, crushed, or dragged;
- tack or equipment failure, whether owned by the Provider, a third party, or the Participant;
- uneven footing, arena and barn hazards, trails, weather conditions;
- actions or omissions of the Participant, other riders, instructors, spectators, or third parties.

The Participant **freely and voluntarily assumes all such risks**, whether known or unknown.

Participant Initials: \_\_\_\_\_

### 3. Safety equipment and rules

The Participant agrees to follow all instructions, safety rules, and barn policies established by the Provider.

All riders **must wear a properly fitted, ASTM/SEI-certified equestrian helmet** while mounted.

All riders **must comply** with all safety equipment requirements under Ontario law.

The Provider reserves the right to **refuse participation** if **safety requirements are not met**.

Failure to follow safety rules may result in **removal from activities without refund**.

Participant Initials: \_\_\_\_\_

### 4. Release and waiver of claims (including negligence)

In consideration of being permitted to participate, the Participant **releases and forever discharges** the Provider, together with their employees, contractors, instructors, agents, volunteers, horse owners, property owners, and any third-party facility operators ("**Released Parties**"), from **any and all claims**, demands, actions, or causes of action arising from participation in equestrian activities or presence on the premises, **including claims arising from the negligence of the Released Parties**, to the fullest extent permitted by Ontario law.

**This release does not apply to gross negligence, willful misconduct, or liability that cannot be excluded under Ontario law.**

Participant initials: \_\_\_\_\_

### 5. Indemnity

The Participant agrees to **indemnify and hold harmless** the Released Parties from any loss, liability, damage, or expense (including legal fees) arising from:

- the Participant's actions or omissions;
- breach of this Agreement; or
- claims brought by or on behalf of the Participant or any third party.

Participant initials: \_\_\_\_\_

### 6. Medical fitness and emergency care

The Participant confirms they are physically and medically fit to participate and will disclose any relevant medical conditions.

In the event of an emergency, the Participant authorizes the Provider to obtain medical treatment. All costs remain the Participant's responsibility.

Emergency Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

## **7. Photo and video acknowledgement**

The Participant consents to photographs, video recordings, and other media being taken during participation in equestrian activities. The Participant grants the Provider permission to use such images or recordings for **instructional, educational, promotional, marketing, and informational purposes**, including use on **websites, social media platforms, and printed or digital materials**, without compensation.

The Participant understands that such images may be publicly accessible and waives any right to inspect or approve the finished product.

If the Participant does not consent, they must notify the Provider **in writing prior to participation**.

### **For Participants under 18 years of age:**

The parent or legal guardian expressly consents to the collection and use of photographs and video of the minor Participant as described above.

**Participant initials:** \_\_\_\_\_

## **8. Social Media Policy Acknowledgement**

The Participant acknowledges that they have received, read, and agree to comply with the Maple View Farms Social Media Policy, as amended from time to time, which forms part of this Agreement. Breach of the Social Media Policy may result in removal from the premises or termination of participation, without refund.

**Participant initials:** \_\_\_\_\_

## **9. Governing law and severability**

This Agreement is governed by the laws of **Ontario and the laws of Canada applicable therein**. If any portion is found unenforceable, the remaining provisions shall continue in full force and effect.

**Participant initials:** \_\_\_\_\_

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## Adult Participant

I confirm that I have read and understood this Agreement, had sufficient time to ask questions, and am signing it voluntarily.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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## Parent / Guardian (required if Participant is under 18)

Acknowledgement of understanding: I have read and understood this Agreement and had the opportunity to ask questions.

I am the parent or legal guardian of the minor Participant and consent to their participation. I agree to this Agreement **on my own behalf**, including the indemnity in section 5, and acknowledge that minors cannot waive all legal rights.

Minor's Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Parent/Guardian Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_