PVR – ADULT RIDING WAIVER

****ASSUMPTION OF RISKS, RELEASE OF INTEREST, WAIVER OF CLAIM, AND INDEMNITY AREEMENT. BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE.****
PLEASE READ CAREFULLY!

To: Pinto Valley Ranch (referred to in this agreement as the "Provider")

And to: ALL PROPERTY OWNERS (PRIVATE, FEDERAL, PROVINCIAL, REGIONAL AND MUNICIPAL)
On my behalf, and on the 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 understood that activities involving these 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 or 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) of other riders or my or my child's own failure to ride safely within my or my child's ability or within designated areas and trails;**
4. **Equipment may fail;**
5. **Weather conditions can change and can sometimes be dangerous;**
6. **The nature of the terrain can change and has certain risks associated with it including, but not limited to, exposed natural objects, trees, streams and creeks;**
7. **The activities can sometimes be in remote areas and injuries or illness may occur and it may be a considerable distance to doctors, hospitals, or any other type of assistance; and**
8. **Negligence on part of A PROPERTY OWNER AND/OR THE PROVIDER OR THEIR STAFF.**

I am also aware that the risks, dangers and hazards referred to above exist throughout the trail, stable, practice and other areas and many are unmarked. I understand and acknowledge that no amount of caution, experience and instruction can eliminate all of the risks involved an I freely assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage and damages or loss resulting therefrom.

Initials	Initials

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND IDEMNITY AGREEMENT

In consideration of the Provider providing me or my child with their horses or sleigh riding services and permitting my 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 in the future have against a Property Owner or the Provider, and their directors, 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 my 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 OR CARE INCLUDING ANY DUTY OF CARE OWED UNDER THE "OCCUPIERS LIABILITY ACT" ON THE PART OF THE RELEASEES;**
2. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damages to the property of or personal injury to any third party resulting from my or my child's use of the services;**
3. **This Agreement shall be effective and binding upon my or my child's heirs, next of kin, executors, administrators, assigns and representatives in the event of my or my child's death or incapacity;**
4. **This agreement shall be governed by and interpreted in accordance with the laws of the Province of ONTARIO; and**
5. **Any litigation involving the parties to this Agreement shall be brought within the Province of ONTARIO.**

PROTECTIVE HEAD GEAR& RIDING BOOTS

Initials	Initials

1. **Proper riding footwear is required by all persons, regardless of age, participating in any horse related activities.**
2. **ALL MINORS (Horse back riders under 19 years of age) are required to wear protective head gear in the form of a high impact helmet and proper footwear.**
3. **IT IS HIGHLY RECOMMENDED THAT ALL HORSE BACK RIDERS OF ANY AGE WEAR A HIGH IMPACT HELMET.**
4. **I (We) decline to wear a helmet(s)**

Initials	Initials

In entering into the Agreement, I am not relying upon any oral or written representations or statements made by the Releasees other than what is set forth in this Agreement.

"I have read and understand the above waiver." Date

Customer Signature*** **Print Name**

Address **City** **Postal Code**