

Release and Indemnity Agreement

A separate Release and Indemnity form must be signed by each individual utilising the Benalto Agricultural Society grounds. Children under the age of 18 must be accompanied by an adult who has signed the form on their behalf. Please read the entire document carefully before signing.

1. **Release and Indemnification**

I hereby fully release and indemnify the Benalto Agricultural Society, its guides, employees, agents, volunteers, insurers, representatives, directors and officers (collectively referred to as the "Society") from any liability for damages or injuries arising from the use of the property, buildings, trails, campgrounds, parking areas and all other areas (the "Grounds") in or around the society's property line.

In return of the use of the grounds, or a part thereof, I am voluntarily providing full release and indemnity to the Society from the various risks, known and unknown, inherent to the recreational activities undertaken by myself, including but not limited to, equine/bovine riding and jumping (cross country, in an arena and otherwise) and other activities putting me in close physical proximity to Animals, including but not limited to, equine and bovine (the "Animals"). I am fully releasing the Society and shall not bring any claims, demands, legal actions, or causes of action against the Society and/or the Society's associates, for any economic or non-economic losses due to any types of negligence, property damage, bodily and personal injury, illness, paralysis and death.

2. **Risks and Dangers**

I understand and accept the following risks and dangers regarding the use of the grounds:

- a) Animals are powerful and potentially dangerous and there are significant risks and dangers involved with handling them.
- b) Animals may, at any time and without warning, become uncontrollable, run wildly, jump, buck, bite, kick, rear up, or step on feet or other body parts.
- c) The behaviour of Animals can become unpredictable if it is tired, stressed or frightened.
- d) Animals may trip, stumble, and/or fall down while being led, ridden, jumping or otherwise attended to.
- e) Jumping (cross country or otherwise) with Animals is risky and may result in damage to the jumping apparatus, or injury to the riders, Animals or bystanders.
- f) The behaviour of Animals may be affected by the weather, terrain, other Animals, and the presence of people.
- g) These risks, and others, are an inherent part of dealing with Animals and participating in activities with Animals, which risks may not be anticipated, controlled, or eliminated by the Society and the Society has no duty to do so.
- h) The condition of the land is often hazardous and ring footing and jumping conditions are seldom perfect.
- i) The Animal handling activities, cross country jumps and other activities undertaken on the Grounds will sometimes be in the wilderness and/or sheltered areas and bodily and personal injury, illness, paralysis or death may occur in a location that is not conducive to assistance or medical help. And,
- j) Supervision is not provided by, nor is it the responsibility of, the Benalto Agricultural Society.

3. **Insurance**

By signing this Release and Indemnity Agreement, I indicate that I have adequate medical and liability insurance coverage and the Society will assume no responsibility for any Animals, bystanders, third parties, riders or participants. Losses associated with the injury or death of any Animals, bystanders, third parties, riders or participants are agreed to be covered by the insurance of the undersigned, and it is further agreed to undersigned, employees, representatives, heirs, dependents, and /or guests shall have no right or action against the Society. It is also warranted that I do not have any physical, medical or other conditions that would endanger me, the Animals I may ride, or the other riders or persons I encounter or interact with while using the Grounds. I have knowledge of the insurance available through the Alberta Equestrian Federation ("AEF") and confirm:

My AEF # is _____ OR _____ I have opted not to purchase AEF Insurance. It is agreed that this Release and its provisions shall be governed by the laws of the Province of Alberta.

4. Safety

I acknowledge that I have been fully warned and advised by the Society that I should at all times wear protective headgear that has been ASTM or SEI approved while mounting, riding, dismounting and otherwise being in close proximity to any Animals, and that such headgear and equipment may prevent or reduce the severity of some head injuries or other injuries and even prevent death as a the result of a fall or other occurrence. **If the rider is 18 years or younger the rider is REQUIRED to wear protective headgear and equipment.** The Society reserves the right to prevent anyone from jumping, cross country jumping, riding or handling Animals whose ability is insufficient or whose behaviour endangers the safety or welfare of other riders, jumping, cross country jumping ro participating for any such reason.

5. All Riders and Parents or Legal Guardians must sign below after reading this entire document. If the person signing is under 18 years of age, the signature of a parent or guardian indicates acceptance of responsibility by the said parent or guardian and the release of liability of the Society and affiliated persons.

6. Statement of Awareness

The undersigned rider/participant (or parent/legal guardian on behalf of a rider/participant who is a minor) states that I have read and do understand the foregoing Release and Indemnity Agreement, and I further attest that all facts relating to the undersigned are true and accurate.

Signed this _____ day of _____, 20____

Signature of Participant _____

Printed Name of Participant _____

Address: _____ Telephone: _____

_____ Email: _____

OR if Participant(s) is under 18:

Signature or Parent/Legal Guardian _____

Printed Name of Parent/Legal Guardian _____

Printed Name of Minor Participant(s)

Address: _____ Telephone: _____

_____ Email: _____