

**NORTH RIDGE COMMUNITY ASSOCIATION
ACKNOWLEDGMENT OF RISK AND RELEASE OF LIABILITY**

For Participants OVER the Age of Majority

PLEASE READ CAREFULLY; BY SIGNING THIS ACKNOWLEDGEMENT AND RELEASE, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS. This form must be completed and submitted prior to engaging in any Equine Activities on the Riding Arena property, indoor or outdoor.

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 **NORTH RIDGE COMMUNITY ASSOCIATION**, its directors, officers, employees, volunteers, business operators, agents and site property owners or lessees (collectively the "Host"). Without limiting the generality of the foregoing, "Equine Activities" includes but is not limited to indoor arena riding, outdoor riding, trail rides, pack trips, riding instruction, and horse boarding or stabling provided by the "Host" to the Participant.

Initial Each Item below after reading each item:

_____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) horses may collide with other horses or objects or trip, stumble or fall even if being led, ridden or attended to;
- (c) 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;
- (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;
- (e) changes in weather conditions may change resulting in dangerous conditions;
- (f) riding and other equipment may fail.

_____2. I am aware that the "Risks" and other dangers and hazards exist through the trail, stable, practice, indoor and outdoor areas and many are unmarked. I understand that no amount of caution, experience or instruction can eliminate all of the risks involved, and 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 judgment of the "Host"; and
- (c) to be liable for and to hold harmless and indemnify the "Host" from all actions, proceedings, claims, damages, 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 Yukon Territory. I hereby irrevocably submit to the exclusive jurisdiction of the courts of the Yukon Territory 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 Yukon Territory.

_____6. For my safety and the safety of others I agree to all rules posted by the North Ridge Community Association.

_____7. I confirm that I have had sufficient time to read and understand this waiver in its entirety. I understand that this agreement represents the entire agreement between myself and the "Host", and it is binding on myself and my "Legal Representatives".

_____8. I confirm that I have reached the age of majority in the Yukon Territory.

Please Print Clearly

Participant Name _____ Date of Birth _____

Address _____ City _____ Terr/Prov. _____ Postal _____

_____ Signed this _____ day of _____, 20____

(Signature of Participant)

(Print Name of "Host" Witness to Signing and Initialing)

_____ Signed this _____ day of _____, 20____

(Signature of "Host" Witness)

**NORTH RIDGE COMMUNITY ASSOCIATION
ACKNOWLEDGMENT OF RISK AND RELEASE OF LIABILITY**

For Participants UNDER the Age of Majority

PARENT/GUARDIAN PLEASE READ CAREFULLY; BY SIGNING THIS ACKNOWLEDGEMENT AND RELEASE, YOU ARE GIVING UP CERTAIN LEGAL RIGHTS. This form must be completed and submitted prior to engaging in any Equine Activities on the Riding Arena property, indoor or outdoor.

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 on behalf of the Infant Participant named below with and for the benefit of **NORTH RIDGE COMMUNITY ASSOCIATION**, its directors, officers, employees, volunteers, business operators, agents and site property owners or lessees (collectively the "Host"). Without limiting the generality of the foregoing, "Equine Activities" includes but is not limited to indoor arena riding, outdoor riding, trail rides, pack trips, riding instruction, and horse boarding or stabling provided by the "Host" to the Infant Participant.

Initial Each Item below after Reading and Understanding each item:

_____ 1. I am the Parent/Guardian of the Infant Participant and am executing this waiver on behalf of the Infant Participant in my capacity as Parent/Guardian and with the intent that his waiver be binding on myself and the Infant Participant for all legal purposes.

_____ 2. 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) horses may collide with other horses or objects or trip, stumble or fall even if being led, ridden or attended to;
- (c) 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;
- (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;
- (e) changes in weather conditions may change resulting in dangerous conditions;
- (f) riding and other equipment may fail.

_____ 3. I am aware that the "Risks" and other dangers and hazards exist through the trail, stable, practice, indoor and outdoor areas and many are unmarked. I understand that no amount of caution, experience or instruction can eliminate all of the risks involved, and I freely accept and fully assume all responsibility for all "Risks" and possibilities of personal injury, death, property damage or loss resulting from the Infant Participant's participation in "Equine Activities".

_____ 4. 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 of behalf of the Infant Participant even if the "Host" is found to be negligent or in breach of any duty of care or any obligation to myself or the Infant Participant in the Infant Participant's participation in "Equine Activities".

_____ 5. In addition to consideration given to the "Host" for Infant Participant's participation in "Equine Activities", I and my heirs, next of kin, executors, administrators and assigns, as well as the Infant Participant and his/her heirs, next of kin, executors, administrators and assigns (collectively our "Legal Representatives") agree:

- (a) to waive all claims that the Infant Participant 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 that I, the Infant Participant, or our "Legal Representative" might suffer as a result of the Infant Participant's participation in Equine Activities 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 judgment of the "Host"; and
- (c) to be liable for and to hold harmless and indemnify the "Host" from all actions, proceedings, claims, damages, 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 the Infant's participation in "Equine Activities".

_____ 6. For the safety of the Infant Participant and the safety of others I agree to all rules posted by the North Ridge Community Association, and agree to ensure that the Infant Participant also abides by such rules.

_____ 7. I agree that this waiver and all terms contained herein are governed exclusively and in all respects by the laws of the Yukon Territory. I hereby irrevocably submit to the exclusive jurisdiction of the courts of the Yukon Territory 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 Yukon Territory.

_____ 8. I confirm that I have had sufficient time to read and understand this waiver in its entirety. I understand that this agreement represents the entire agreement between the "Host", myself as Parent/Guardian, and the Infant Participant, and it is binding on myself, the Infant Participant and our "Legal Representatives".

Please Print Clearly

Infant Participant's Name _____ Date of Birth _____

Address _____ City _____ Terr/Prov. _____ Postal _____

Parent/Guardian's Name _____ Date of Birth _____

Address _____ City _____ Terr/Prov. _____ Postal _____

_____ Signed this _____ day of _____, 20____

(Signature of Parent/Guardian of Infant Participant)

(Print Name of "Host" Witness to Signing and Initialing)

(Signature of "Host" Witness)