

Fraser Valley Regional District

Release of Liability, Waiver, Assumption of Risk and Indemnity for Island 22 Equestrian Park

I, _____, born: M/ ___ /D ___ /Y ___, hereby acknowledge and agree that in consideration of being permitted to use the land and facilities, now and in the future, located at Lot 248, Group 2, New West Minster District, including but not limited to the riding rings, trails, jumps and paddocks (collectively, "Equestrian Facility"), agree with the Fraser Valley Regional District ("FVRD") as follows;

Acknowledgment of risk. I recognize that horseback riding is inherently very dangerous and carries with it a risk of personal injury, paralysis or death. I agree that I have decided to participate fully recognizing that risk, and I accept the potentially serious consequences, some of which are foreseeable and some of which are not. I understand that I assume all of the risks if I am injured, killed or suffer any other loss or damage and I state the following:

- I know that the risk and dangers associated with horseback riding may be caused by my own actions or inactions, of others participating in the activity, the rules of the activity, the condition, layout and equipment of the Equestrian Facilities or the negligence of others involved in the maintenance and operation of the Equestrian Facility, including the FVRD.
- It is my responsibility to inspect the Equestrian Facility for each activity that I undertake and if at any time I feel anything to be unsafe, it is my responsibility to cease use of the Equestrian Facilities.
- I freely and voluntarily assume and accept all of these risks and hazards and agree that my use of the Equestrian Facilities shall be entirely at my own risk and that I wish to use the Equestrian Facilities regardless of these risks.
- I understand that the FVRD shall not be in any way responsible for my safety during my use of the Equestrian Facilities.

Release and Waiver. I hereby release the FVRD and their elected officials, directors, officer, employees, independent contractors, volunteers and agents (together, the "Releasees") from any legal liability or other legal obligation which they may have to me in connection with my use of the Equestrian Facilities. I recognize and agree that this means that any right I may have to sue the Releasees, to be paid damages by the Releasees or to be compensated or protected by the Releasees is released and given up forever. This applies, among other things to:

- Any personal injury or death suffered by me
- Any property damage or loss suffered by me and
- Any other liability, damage, loss or expense of any kind suffered or incurred by me.

Specifically, I irrevocably release and waive (and agree not to claim, start or participate in any court action regarding) any action, cause of action, right, claim, liability, loss, expense or damage on any kind whatsoever which I may have against the Releasees in connection with any personal injury, death, property damage or loss or any other kind of damage, loss or expense of any kind suffered or incurred by me in any way connected with my use of the Equestrian Facilities, notwithstanding that such death, injuries or losses may have been caused in whole or in part, by the negligence of the Releasees.

Indemnity. I agree to indemnify and hold harmless the Releasees from and against everything described in section 2. If, despite this Agreement, anyone sues or makes a claim against the Releasees in respect of any damage or loss suffered by me, I agree to indemnify and hold harmless the Releasees from and against any legal fees and expenses, loss, liability, damage, or costs the Releasees may incur due to the suit or claim made against them, whether the suit or claim is based on the negligence of the Releasees or otherwise.

Effect of Document. I acknowledge and agree that I have carefully read this Agreement and that I fully understand its terms and that I am freely and voluntarily executing this Agreement as a condition of use of the Equestrian Facilities. I agree that this Agreement applies to any and all use of the Equestrian Facilities by me, whether occurring in the near or distant future, and that this Agreement shall apply to all use of the Equestrian Facilities by me at all times. I agree that this Agreement binds me and my heirs, executors, administrators, assigned and personal representatives.

X _____
PARTICIPANT

X _____
WITNESS

(Section below must be complete if participant is less than 19 years old.)

I/We, being parents or guardians of _____, hereby give consent for _____ to use the Equestrian Facilities under the terms set out in the Agreement, and agree to be jointly and severally bound by the terms set out in this Agreement.

Dated this ___ day of _____, 20__ at Island 22 Equestrian Park, X _____
PARENT OR GUARDIAN OF PARTICIPANT