



Queenswood Stables Inc.

ASSUMPTION OF RISK RELEASE AND LIABILITY WAIVER

PLEASE READ THIS RELEASE AND WAIVER CAREFULLY AND IN FULL. THE DOCUMENT CONTAINS A SURRENDER OF CERTAIN LEGAL RIGHTS.

Participant Name: _____ Age: _____ Phone #: _____

Address: _____

Email: _____

Print Name for Emergency Contact number: _____

PLEASE READ BEFORE SIGNING

IN CONSIDERATION of allowing me or my child or children to participate in programs, related events, and activities of Queenswood Stables Inc. and the Releasees, listed below,

I WARRANT TO YOU THAT:

1. I understand that failure to sign and agree to the terms of the within Assumption of Risk Release and Liability Waiver will prevent my participation or my child's participation in all activities at Queenswood Stables.
2. I am aware of and have been appraised of the inherent and real risks of injury and death which may occur when participating or permitting my child to participate in activities involving horses at Queenswood Stables Inc., and
3. I believe that I and/or my child are physically, emotionally, and mentally able to participate in this program, and that my equipment which I have supplied for my own use is mechanically fit for my use and/or my child or children's in this program, and
4. I understand that all applicable rules for participation must be followed by me or my child or children, and
5. I understand that at all times the sole responsibility for my own and/or my child or children's personal safety remains with me.

I UNDERSTAND AND AGREE, on behalf of myself, my heirs, assigns, personal representatives and next of kin, including my child or children, whether or not participants in activities at Queenswood Stables, that my participation and/or my child's participation in this program and execution of this document constitutes:

1. an unqualified ASSUMPTION OF ALL RISKS associated with participation in this program by me and/or my child even if arising from negligence, or gross negligence, including any compounding or aggravation of injuries caused by negligent rescue operations or procedures, of the program organizer and any persons associated therewith or participating therein, and
2. a FULL AND FINAL RELEASE AND WAIVER OF LIABILITY of Queenswood Stables Inc., the program organizer and all persons and organizations associated with it and the program including, without limiting the generality of the foregoing, its officers, directors, officials, agents and/or employees, other participants, sponsors, advertisers, owners and/or lessors of the premises used to conduct the program, sanctioning bodies, medical or rescue personnel (the **RELEASEES**), of and from all liability including but not limited to liability under the **Occupier's Liability Act**, with the respect to all injury, disability, death or loss or damage to person or property whether arising from the negligence, or negligent rescue of or by the foregoing or otherwise, and
3. an UNDERSTANDING NOT TO SUE the RELEASEES for any loss, injury, costs or damages of any form or type, howsoever caused or arising, and whether directly or indirectly from the participation in this program by me, and
4. an AGREEMENT TO INDEMNIFY, and to SAVE and HOLD HARMLESS the RELEASEES and each of them, from any litigation expense, legal fees, liability, damage, award, or cost, of any form or type whatsoever, that they may incur due to any claim made against them or any one of them whether the claim is based on the negligence or the gross negligence of the RELEASEES or otherwise, including any claims that may be brought by or on behalf of my child or children, whether or not participating in activities organized by or on the premises of Queenswood Stables Inc.

Initial _____

I HAVE READ THIS DOCUMENT THOROUGHLY, I UNDERSTAND THAT QUEENSWOOD STABLES INC. AND THE RELEASEES ARE RELYING UPON MY WARRANTIES, ASSUMPTIONS, WAIVER, RELEASE, UNDERTAKINGS, AND AGREEMENTS WHEN ACCEPTING MY PARTICIPATION IN THIS PROGRAM. I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I GIVE UP SUBSTANTIAL LEGAL RIGHTS I WOULD OTHERWISE HAVE ON BEHALF OF MYSELF AND/OR MY PARTICIPATING CHILD OR CHILDREN. I AM OVER 19 YEARS OF AGE AND I HAVE READ THE ENTIRETY OF THIS ASSUMPTION OF RISK RELEASE AND LIABILITY WAIVER AND I UNDERSTAND ITS CONTENT AND I AM SIGNING THIS DOCUMENT VOLUNTARILY AND WITHOUT INDUCEMENT. I UNDERSTAND AND AGREE THAT I HAVE HAD AN OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE ABOUT THE NATURE OF THIS DOCUMENT AND THE LEGAL RIGHTS THAT I AM VOLUNTARILY FOREGOING. I UNDERSTAND AND AGREE THAT MY SIGNATURE BELOW, WHETHER EXECUTED BY HAND OR BY ELECTRONIC MEANS, IS VALID AND BINDING.

SIGNATURE OF PARTICIPANT

PRINT NAME OF PARTICIPANT

SIGNATURE OF PARENT OR LEGAL GUARDIAN
(if participant is under the age of 18)

PRINT NAME OF PARENT OF LEGAL GUARDIAN

DATE