



**COCHRANE & DISTRICT AGRICULTURAL SOCIETY
SCHEDULE "H"
RELEASE, WAIVER OF CLAIM & ASSUMPTION OF RISK**

EVERY PARTICIPANT AT THE COCHRANE & DISTRICT AGRICULTURAL SOCIETY MUST CAREFULLY READ THIS NOTICE BEFORE SIGNING. NO PARTICIPANT WILL BE ALLOWED TO PARTICIPATE PRIOR TO SIGNING THIS FORM.

"Inherent risks of equine activities" shall mean those dangers or conditions which are an integral part of equine activities, including but not limited to:

1. the propensity of any equine to behave in ways that may result in injury, harm or death to persons on or around them and/or damage to property in their vicinity;
2. the unpredictability of an equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals;
3. the equines response to certain hazards such as surface and subsurface objects;
4. collisions with other equines, animals, people and objects;
5. the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the equine or to act within his or her ability.

"Releasee and/or Releasees" shall mean the Cochrane and District Agricultural Society (CDAS), its user groups and affiliates, activity Organizing Committee(s), officials, volunteers, staff, and agents.

1. I release the Releasees from liability and waive as against the Releasees all recourses, loss or damages, including any consequential damage or loss, claims, causes of action of any kind whatsoever arising from my participation in the activity.
2. I voluntarily accept the legal risk, thereby expressly giving up any right of action and the physical risk arising from all liability whether such liability arises in contract, by reason of NEGLIGENCE or by reason of breach of duty raised by statute, or in any other manner whatsoever.
3. I further acknowledge and agree that:
 - a. The activity is dangerous, exposing participants to risks and hazards, some of which are inherent in the very nature of the reaction itself, others which result from NEGLIGENCE or FAULT on the part of the person involved in preparing and organizing or staging the activity;
 - b. As a result of the aforesaid risks and hazards, I as a participant may suffer injury, even death, as well as property loss;
 - c. Some of the aforesaid risks and hazards are foreseeable, but others are not;
 - d. I nevertheless freely and voluntarily assume all of the aforesaid risks and hazards and that accordingly, my use of the facilities while participating in the activity;
 - e. I understand the Releasees assume no responsibility or liability whatsoever for my safety while I am participating in an activity;
 - f. That I have carefully read the COMPLETE RELEASE, WAIVER OF CLAIM AND ASSUMPTION OF RISK, that I fully understand same and that I am freely and voluntarily executing same;
 - g. I understand that by signing this RELEASE, I be will forever precluded from suing or otherwise claiming against any of the Releasees for any loss or damage connected with any property loss, personal loss, personal injury, or death I may sustain while participating in the activity;
 - h. I understand the Releasees do not permit me to use the facilities now or in the future unless I sign the COMPLETE RELEASE, WAIVER OF CLAIM AND ASSUMPTION OF RISK and that this COMPLETE RELEASE, WAIVER OF RISK AND ASSUMPTION OF RISK applies to the activity whether occurring in the near or distant future and the terms of this agreement need not be brought to my attention each time I am a participant in the activity in order to be effective;
 - i. This COMPLETE RELEASE, WAIVER OF CLAIM AND ASSUMPTION OF RISK is binding on me, my heirs, my executors, administrators, personal representatives and assigns.
 - j. If I or any member of my family should incur an accident while on CDAS grounds I will complete an Incident Report (provided by CDAS) and submit to CDAS office.

Riders Printed Name (& age if under 18)

Riders Signature (or Parent/Guardian Signature if under 18)

Rider's Telephone Number

Rider's Email

Rider's Mailing Address

Signed this _____ day of _____, 20_____

Witness Signature

This COMPLETE RELEASE, WAIVER OF CLAIM AND ASSUMPTION OF RISK shall remain in effect for the duration of membership and/or _____ Western Canadian Pony Classic _____ (activity name) and until all horses and property of the signee have been removed from the CDAS grounds.