



Waiver & Assumption of Risk

SECTION I: PERSONAL INFORMATION (of Participant)

Name: _____

Address: _____ City: _____ Province: _____ Postal Code: _____

Primary Phone: _____ (Cell preferred) E-mail: _____

(Your e-mail address will not be given out. It will only be used to inform you of activities and special events related to Horses of the Sun)

Emergency Contact Name: _____ Emergency Contact Phone: _____

SECTION II: INHERENT RISKS

EQUINE ACTIVITIES

As with every sport or physical activity, there is an inherent risk while present at an equestrian facility, and when interacting with animals, engaging in physical activities and with other participants. Accidents and severe injuries, including lethal injuries, can occur.

A horse is a living animal, and its reactions are, therefore, at times unpredictable. While this is not a learn-to-ride program, students will be interacting with horses and other farm animals. Horses and other farm animals have the propensity to behave in ways that may result in serious injury, harm, or death. They can have unpredictable reactions to such things as sounds, sudden movement and unfamiliar objects, persons or other animals and they are susceptible to certain hazards such as surface or sub-surface conditions, collisions with other horses, animals, or objects. Propensities include kicking, biting, stamping, stumbling, rearing, bucking and other such reactions. Tack equipment can fail which can result in falling and/or loss of control. Furthermore, activities can have the potential of a participant to act in a negligent manner that may contribute to serious injury, harm, or death to the participant or others such as failing to maintain control over the horse or not acting within the participant's ability.

EQUINE ACTIVITIES ARE INHERENTLY DANGEROUS AND YOU ASSUME THE RISK FOR SERIOUS INJURY, HARM, OR DEATH.

Please
initial:

ARCHERY

Archery, its philosophies, and equipment are based in the history of weaponry for hunting and warfare. At Horses of the Sun, we teach it for the philosophy of balanced mind, body, and spirit, without the element of hunting or killing. However, bows and arrows can be lethal tools, and therefore, all participants must adhere to all safety rules and be aware of themselves, their safety, and their environment. Horses of the Sun, management, and its instructors reserve the right to expel any student at their discretion.

Any archery activity involves risk of serious bodily injury which may be caused by a person's own actions, or inactions, those of others participating in the event, the conditions in which the event takes place, equipment failure (e.g., bows can shatter, arrows can break), or the negligence of Horses of the Sun; and that there may be other risks either not known or not readily foreseeable at this time. Any participant (or their legal guardian) fully accepts and assumes all such risks and all responsibility for losses, costs, and damages they incur because of their own participation in the activity.

Please
initial:

OTHER RISKS

In addition to the risks set out above, there may be other risks associated with these Activities. The risks include but are not limited to those caused by terrain, facilities, temperature, weather, lack of hydration or nutrition, condition of participants, equipment, vehicular traffic, and actions of others, including but not limited to organizers and participants.

Farms and equestrian facilities contain many visible and hidden risks connected to the activities, animals, machinery, and surroundings. Please adhere to all safety rules and be aware of yourself, your safety, and your environment.

MEDICAL CONDITION

I understand that it is my obligation to consult with my physician prior to participating in any of the above Activities to ensure that I have no medical condition that would affect my ability to do so and I do not rely on the organizers for advice in that regard. I am not aware of any medical condition that would affect my ability to participate in the above Activities. I also understand that I am free to withdraw from or reduce my participation in the Activities and programs offered by HORSES OF THE SUN.

Please
initial:

Severe Allergies, Medications, additional medical information the Instructors should know about: (e.g., severe nut allergy, bee/wasp venom sensitivity, etc.)

SECTION III: AGREEMENT

1. In consideration of participating the "Activities", I agree and acknowledge that I am fully aware that participation in the Activities involves risks and I accept all the risks of participating, even if the risks are created by the carelessness, negligence or gross negligence of a Released Party (as defined below) or anyone else.

2. "Claims" includes but is not limited to any and all liabilities, claims, demands, legal actions, rights of actions for damages, personal injury or death in connection with participation in the Activity. "Released Party" means **HORSES OF THE SUN** or any of their respective representatives, directors, officers, agents, employees or volunteer staff.

Please
initial:

3. I agree and acknowledge that:

- a) I am in proper physical condition to participate in the Activities, and am aware that participation could, in some circumstances, result in physical injury, serious physical injury, or death.
- b) I understand my physical limitations and am sufficiently self-aware to stop physical activity before I become ill or injured.

4. I hereby, for myself and for my heirs, next of kin, executors, administrators and assigns, fully release, waive and forever discharge any and all rights or Claims I may have, now or in the future, against any Released Party, even if the Claims are based on the carelessness, negligence or gross negligence of a Released Party or anyone else. Without limiting the foregoing, I further release any recourses which I may now or hereafter have resulting from any decision of any Released Party.

6. I agree not to sue any Released Party for Claims, even if the Claims arise from the carelessness, negligence or gross negligence of any Released Party or anyone else. I agree to indemnify (reimburse for any loss) and hold harmless each Released Party from any loss or liability (including any reasonable legal fees they may incur) defending any Claim made by me or anyone making a Claim on my behalf, even if the Claim is alleged to or did result from the carelessness or negligence of any Released Party or anyone else.

7. I am aware that there is no obligation for any person to provide me with medical care during the Activities. I understand and acknowledge that:

- a) there may be no aid stations available for the Activities;
- b) if medical care is rendered to me, I consent to that care if I am unable to give my consent for any reason at the time the care is rendered.

8. I am aware that it is advisable to consult a physician prior to participating in the Activities. If I have consulted a physician, I have taken the physician's advice.

9. I grant my permission to the Released Party and any transferee or licensee or any of them, to utilize any photographs, motion pictures, videotapes, recordings and other references or records of the Activities which may depict, record or refer to me for any purpose ("**Likeness**"), including commercial use by the released parties (e.g., promotional material, brochures, pamphlets, instructional materials, books, broadcast, videotape, CD-ROM, and other electronic/online media) and more), their sponsors and their licensees. This permission is for use anywhere in the world and on the Internet and for an unlimited period of time. I understand and agree that I will not be compensated or receive additional consideration for consenting to the use of my Likeness and that I will not be given a chance to receive, inspect or approve the promotional or marketing material, messages and/or content that may use my Likeness.

Please
initial:

10. No warranties or representations have been made to me about the Activities which are not stated on this form. I understand and intend that this document act as the broadest and most inclusive assumption of risk, waiver, release of liability, agreement not to sue and indemnity.

11. If any provision of this agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

12. I have fully read and understand this agreement. I am aware that by signing this agreement, I am waiving certain legal rights I or my heirs, next of kin, executors, administrators and assigns may have against the Released Party.

Summary:

I understand that:

- **There is an inherent serious risk when performing Equestrian Activities;**
- **Accidents and severe injuries, including lethal injuries, can occur;**
- **A horse is a living animal, and its reactions are, therefore, at times unpredictable;**
- **Equestrian Activities involve interactions with other people and animals;**
- **An equestrian facility contains many visible and hidden risks connected to the activities, animals, machinery, and surroundings.**

BY SIGNING BELOW, Participant accepts and agrees to the terms and provisions contained in this agreement.

Signature (of participant having attained the age of eighteen (18) years)

Date

Parental / Guardian Consent & Assumption of Risk:

I (the Parent / Guardian) of (Student)

in consideration of the acceptance of this student for the Archery program declare that I fully understand the inherent serious risk involved in participating in this program, and that I knowingly, willingly, and voluntarily assume this aforementioned risk.

I believe that (Student) _____
is fit to take part in this program.

(Signature of Parent or Guardian)

Name of Parent/Guardian: _____