

Waiver, Assumption of Risk and Indemnity Agreement

PLEASE READ CAREFULLY

Warning: By signing this agreement, you give up the right to sue for any injury or damages howsoever caused.

To: Rounds Ranch, Elmvale, Ontario & El Rancho Equestrian, Elmvale, Ontario (hereinafter, referred to collectively as "The Company") and owners, employees, representatives, officers and agents (hereinafter referred to collectively as "The Company's Employees")

I, _____ hereby sign this agreement on behalf of myself, my child, my personal representatives, heirs and assigns.

Child(ren)'s Name(s): _____

1. I agree as a precondition to my participation in a **pony ride** organized by "The Company" and conducted by "The Company" and/or "The Company's Owners and Employees", and in further consideration of "The Company" allowing me to do so, to be strictly bound by the terms of this Waiver, Assumption of Risk and Indemnity Agreement (hereinafter referred to as "This Agreement").
2. I acknowledge that pony rides involve inherent risks that may cause serious injury and possibly death to participants. I further recognize that backcountry trail pony rides involves additional risks and dangers.
3. I fully understand the risks and dangers associated with my child's (or my personal representative, heirs or assigns) participation, in this pony ride and accept same entirely at my own risk.
4. I hereby waive any and all claims which I may have against "The Company" and "The Company's Owners and Employees" and release "The Company" and owners and employees from all liability for injury, death, property damage or any other loss sustained by me or my child (or the child I am representing) as a result of my/their participation in this pony ride, due to any cause whatsoever including, without limitation, negligence on the part of "The Company" or "The Company's Owners and Employees". I further agree to indemnify "The Company" and "The Company's Owners and Employees" for any and all legal fees (on a solicitor and his own client basis) or costs which may be incurred in defending any lawsuit or claim I may bring against them.
5. I appreciate that This Agreement applies whether "The Company" is at fault or not and it limits the liability of "The Company's Owners and Employees" to the same extent as it limits the liability of "The Company" even though "The Company's Owners and Employees" are not formal parties to This Agreement. I understand that "The Company", in securing execution of This Agreement by myself is acting as agent or trustee on behalf of or for the benefit of "The Company's Owners or Employees" who shall to this extent be or be deemed to be parties to This Agreement.

I have read and understand this agreement, I understand that this document contains a promise not to sue "The company" or "The Company's Owners and Employees" and release and indemnify for all claims.

Signature of Parent/Guardian

Date

Witness