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## WAIVER, ASSUMPTION OF RISK & RELEASE OF LIABILITY

Initial below after reading and understanding each item:

\_\_\_\_\_ I agree as a precondition to my participation or the participation of my child in horse riding/driving/vaulting/grooming/ equine facilitated wellness and any other activity involving horses (hereafter called "Equine Activities") organized by Sunrise Therapeutic Riding & Learning Centre (Sunrise) and conducted by Sunrise or their employees or volunteers and in further consideration of being permitted to do so to be strictly bound by the terms of this Waiver, Assumption of Risk and Release of Liability.

\_\_\_\_\_ I enter into this agreement with Sunrise recognizing that "Equine Activities" is inherently a risky undertaking, due to the sometimes unpredictable behaviour of horses, regardless of their continual training and past reliable performance.

\_\_\_\_\_ I understand that all Sunrise instructors are certified through the Canadian Therapeutic Riding Association (CanTRA) or other equivalent national associations or there may be a student instructor, working under the direction of a fully certified instructor.

\_\_\_\_\_ I understand that all participants must wear an ASTM (American Society for Testing and Materials) approved riding helmet.

\_\_\_\_\_ I am aware that there are inherent dangers, hazards and risks (collectively "Risks") associated with "Equine Activities" and injuries may result from these "Risks". I am aware that the "Risks" of "Equine Activities" mean those dangerous conditions which are an integral part of "Equine Activities", including but not limited to:

- (a) The propensity of any equine to behave in ways that may result in injury, harm or death to persons on or around them and to potentially collide with, bite or kick other animals, people or objects.
- (b) The unpredictability of an equine's reaction to such things as sounds, sudden movement, tremors, vibrations, unfamiliar objects, persons or other animals and hazards such as subsurface objects.
- (c) The potential for other participants to behave in a negligent manner that may contribute to injury to themselves or others, including failing to act within their abilities to maintain control over an equine.

\_\_\_\_\_ I agree that this Waiver, Assumption of Risk and Release of Liability and all terms contained herein are governed exclusively and in all respects by the laws of the province or territory of Canada in which the "Equine Activities" are provided by Sunrise. I hereby irrevocably submit to the exclusive jurisdiction of the courts of that province or territory of Canada and I agree that no other court can exercise jurisdiction over the terms and claims referred to herein. Any litigation to enforce this waiver will be instituted in the province or territory of Canada in which the "Equine Activities" are provided by Sunrise.

\_\_\_\_\_ I have read this entire Waiver, Assumption of Risk and Release of Liability document. I understand it is a promise to release Sunrise, its Directors, Officers, employees, volunteers and agents and the owners of the land upon which Sunrise operates from, all claims wheresover or howsoever arising now or in future. I have made a free and deliberate choice to sign this Waiver, Assumption of Risk and Release of Liability as a condition to allow me or my child to engage in "Equine Activities" organized by Sunrise Therapeutic Riding & Learning Centre (Sunrise).

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**Print first and last name of client**

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**Signature of client or parent/guardian**

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**Date**