



Enjoy! With us!

AGREEMENT FOR RELEASE OF LIABILITY & WAIVER OF CLAIMS
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE
READ CAREFULLY!

I request permission for myself/my child named below to participate in horseback riding, trail riding, stable management, mounted and unmounted games, stadium jumping, cross-country jumping, dressage, swimming, tetrathlon, polocrosse, longeing, and/or crafts at Maple Leaf Equestrian Centre, Ltd., and the home of Karin J. Lunau, Leigh A. Schmid, Krystin L. Schmid, Greg L. Schmid, Mark L. Schmid and other venues. In consideration of being allowed to participate, the undersigned:

1. Agree that prior to participating the participants or the parent(s) or legal guardians of the minor participants each will inspect the facilities and equipment to be used, and if they believe anything to be unsafe, they will immediately advise their coach or supervisors of such condition(s) and refuse to participate;
2. Acknowledge that reasonable inquiry was made regarding the participant's experience and ability to safely engage in equine, swimming and other planned activities;
3. Acknowledge and fully understand that each participant will be engaging in activities that involve risk of serious injury, including permanent disability and death, and severe social and economic losses which might result not only from their own actions, inactions or negligence but the actions, inactions or negligence of others, the rules of play or the condition of the premises or of any equipment used. Further, that there may be other risks not known to us or not reasonably foreseeable at this time.
4. Assume all foregoing risks and accept personal responsibility for the damages following such injury, permanent disability or death.

I FULLY UNDERSTAND THAT AS A PARTICIPANT I AM SUBJECT TO INHERENT RISK OF AN EQUINE ACTIVITY, MEANING A DANGER OR CONDITION THAT IS AN INTEGRAL PART OF AN EQUINE ACTIVITY, AND RELATED DAMAGES AND HAZARDS, INCLUDING, BUT NOT LIMITED TO, ANY OF THE FOLLOWING:

- (a) THE PROPENSITY OF AN EQUINE TO BEHAVE IN WAYS THAT MAY RESULT IN INJURY, DEATH, OR LOSS TO PERSONS ON OR AROUND THE EQUINE;
- (b) THE UNPREDICTABILITY OF AN EQUINE'S REACTION TO SOUNDS, SUDDEN MOVEMENT, UNFAMILIAR OBJECTS, PERSONS, OR OTHER ANIMALS;
- (c) HAZARDS, INCLUDING, BUT NOT LIMITED TO, SURFACE OR SUBSURFACE CONDITIONS;
- (d) A COLLISION WITH ANOTHER EQUINE, ANOTHER ANIMAL, A PERSON, OR AN OBJECT;
- (e) THE POTENTIAL OF A PARTICIPANT IN ANY ACTIVITY TO ACT IN A NEGLIGENT MANNER THAT MAY CONTRIBUTE TO INJURY, DEATH, OR LOSS TO THE PERSON OF THE PARTICIPANT OR TO OTHER PERSONS, INCLUDING BUT NOT LIMITED TO, FAILING TO MAINTAIN CONTROL OVER AN EQUINE OR FAILING TO ACT WITHIN THE ABILITY OF THE PARTICIPANT;
- (f) TACK OR EQUIPMENT FAILURE

In consideration of Maple Leaf Equestrian Centre, Ltd., Karin J. Lunau and Leigh A. Schmid permitting the use of their animals, riding arenas, cross-country jumps, stadium jumps, swimming pool and other facilities and equipment (herein after referred to as "The Premises") I hereby agree as follows:

- I. TO WAIVE ANY AND ALL CLAIMS that I have or may in future have against Maple Leaf Equestrian Centre, Ltd., Karin J. Lunau, Leigh A. Schmid, Krystin L. Schmid, Greg L. Schmid or Mark L. Schmid and the directors, officers, employees, agents, representatives, members, volunteers, coaches and assistants for either (all of whom are hereinafter collectively referred to as "The Coaches");
- II. TO RELEASE THE COACHES from any and all liability for any loss, damage, injury or expenses that I may suffer or that my next of kin may suffer as a result of my/my child's use of The Premises due to any cause whatsoever, including negligence on the part of The Coaches;
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- III. TO HOLD HARMLESS AND IDEMNIFY THE COACHES from any and all liability for any property damage or personal injury to any third party, resulting from my use of The Premises; and
- IV. That this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and assigns.

READ BEFORE SIGNING.

Dated this ____ day of _____, 20__

SIGNED IN THE PRESENCE OF: }

 Signature of Witness }

 Please print name clearly }

 Address }

 Address }

 Please print name clearly }

_____ }

 Signature of Participant

 Address

 Signature of Parent or Guardian if
 Participant is under 19 years of age.

 Please print name clearly

THIS AGREEMENT MUST BE COMPLETED IN FULL, DATED, SIGNED AND INITIALED (Paragraph 2) BY THE PARTICIPANT/PARENT AND WITNESS BEFORE ACCEPTANCE INTO THE PROGRAM.