

EQUINE, RODEO, AND LIVESTOCK ACTIVITIES – FOR ADULTS

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT (referred to as the "Release Agreement")

INITIAL

WARNING: PLEASE READ CAREFULLY BEFORE SIGNING!
**THIS DOCUMENT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION**

This Release Agreement must be fully completed and signed before the Participant is allowed to enter land or premises owned or operated by the Nicola Valley Rodeo Association and/or the Nicola Valley Fall Fair Association.

Participant Last Name: _____	First Name: _____
Address: _____	
Telephone: _____	Date of Birth: _____

TO: The Nicola Valley Rodeo Association, the Nicola Valley Fall Fair Association, and their respective directors, officers, employees, representatives, independent contractors, agents, insurers, assigns, and volunteers (the "Releasees").

DEFINITION: In this Release Agreement the term "Activities" includes all equine, rodeo, and livestock related activities, programs, clinics, drop-ins, events, and services that are provided, arranged, organized, conducted, sponsored, or authorized by the Releasees, and includes, but is not limited to: use of the Nicola Valley Rodeo Arena at 499 Lindley Creek Road, Merritt, B.C.; horseback riding; barrel racing; all events commonly part of a rodeo, gymkhana, or any other equine or livestock related activity; and other such activities, events, services, facilities, and equipment that are in any way connected with or related to any of the foregoing.

1. **ASSUMPTION OF RISK:** I acknowledge that my participation in the Activities involves certain inherent risks, dangers, and hazards, which can result in personal injury, death, property damage, and other loss. Risks, dangers, and hazards may include but are not limited to:
 - a) the propensity of any equine or livestock animal to behave in ways that may result in injury, harm, or death to individuals riding on the animal or any wagon or carriage pulled by the animal, to individuals near the animal, and damage to property or other animals in the vicinity of the animal;
 - b) the unpredictability of an equine or livestock animal's reaction to sounds, sudden movements, tremors, vibrations, unfamiliar objects, persons, or other animals nearby;
 - c) any animal's response to hazards such as surface or subsurface objects;
 - d) collisions with other people, animals, or objects;
 - e) the potential for other participants to behave in a manner that may cause or contribute to personal injury to or death of themselves or others, or damage to property, including, but not limited to, failing to maintain control over an animal or failing to act within the limits of that individual's ability; and
 - f) **NEGLIGENCE ON THE PART OF THE RELEASEES AND THIRD PARTIES, INCLUDING FAILURE TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS OF ENGAGING IN THE ACTIVITIES.**

I ACKNOWLEDGE AND AGREE THAT THE ABOVE LIST IS NOT INCLUSIVE OF ALL POSSIBLE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH THE ACTIVITIES. I HAVE INFORMED MYSELF TO MY OWN SATISFACTION OF THE NATURE OF THOSE INHERENT RISKS, DANGERS, AND HAZARDS AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS, AND HAZARDS, AS WELL AS THE POSSIBILITY OF PERSONAL INJURY, DEATH, OR LOSS RESULTING THEREFROM.

INITIAL

2. **NO REPRESENTATIONS:** I acknowledge and agree that the Releasees make no representations regarding the safety of the Activities or regarding whether the Activities are appropriate for me to undertake.

3. **WAIVER AND RELEASE:** I AGREE, TO THE GREATEST EXTENT PERMITTED BY LAW, TO WAIVE ANY AND ALL CLAIMS THAT I HAVE OR MAY IN THE FUTURE HAVE AGAINST THE RELEASEES, AND TO RELEASE THE RELEASEES FROM ANY AND ALL LIABILITY FOR ANY LOSS, DAMAGE, EXPENSE, OR INJURY INCLUDING DEATH THAT I OR MY NEXT OF KIN MAY SUFFER AS A RESULT OF MY PARTICIPATION IN THE ACTIVITIES, DUE TO ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THOSE CLAIMS BASED ON ANY OF THE RELEASEES' ALLEGED OR ACTUAL:

(a) NEGLIGENCE, INCLUDING FAILURE ON THE PART OF ANY OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS OF THE ACTIVITIES;

(b) BREACH OF ANY CONTRACT OR WARRANTY, WHETHER EXPRESS OR IMPLIED; AND/OR

INITIAL

(c) BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE UNDER THE BRITISH COLUMBIA *OCCUPIERS LIABILITY ACT*.

4. **INDEMNITY:** I AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE RELEASEES FOR ALL LIABILITY AND CLAIMS, INCLUDING ALL JUDGMENTS, DEMANDS, SETTLEMENTS, COSTS, AND EXPENSES (INCLUDING LAWYERS' FEES AND DISBURSEMENTS), WHETHER ARISING IN WHOLE OR IN PART FROM MY PARTICIPATION IN THE ACTIVITIES, OR FROM ANY MISREPRESENTATION OR FRAUDULENT EXECUTION OF THIS RELEASE AGREEMENT ON MY PART.

5. **MY REPRESENTATIONS:** I represent that I have the experience required to participate safely in the Activities and that I have no known physical or mental condition which would impair my capability for full participation in the Activities.

6. **PROMISE TO OBEY RULES:** I confirm that I will obey any and all guidelines, rules, and regulations which govern my participation in the Activities, as established by the Releasees from time to time.

7. **NO ALCOHOL, CANNABIS, OR OTHER DRUGS:** I acknowledge that alcohol, cannabis, and other drugs, both prescribed and non-prescribed, have the capacity to impair judgment and reduce my ability to effectively manage risks. Consuming alcohol, cannabis, or other drugs prior to or while participating in the Activities is strictly prohibited.

8. **AMENDMENTS:** I agree that this Release Agreement may only be amended by a duly executed written agreement between myself and the Releasees, and this Release Agreement shall not be affected or altered by any prior or subsequent oral or written representation made by the Releasees or anyone acting on their behalf, and that in giving this Release Agreement I am not relying on any oral or written representation or statement made by anyone, including the Releasees or anyone acting on their behalf.

I CONFIRM THAT I AM AT LEAST THE FULL AGE OF 19 YEARS. I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT AND I AM AWARE THAT BY SIGNING IT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS, AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Participant Signature

WITNESS SIGNATURE AND CONTACT INFORMATION:

Declared before me at _____, BC this ____ day of _____ 20____ _____ Witness Signature	Witness Name: _____ Witness Address: _____ _____ Telephone: _____
--	--