

# **Equine Activity Release of Liability, Waiver of Rights to Sue and**

## **Assumption of All Risks**

### **Maskwacis Education Schools Commission Staff Form**

In consideration of the services of the Misatim Horsemanship Program; Misatim Program Advisor, Maskwacis Education School Commission (MESC), and the Misatim Program Assistants. I hereby agree to release, indemnify, and discharge The Misatim Horsemanship Program, on behalf of myself, my children, my parents, my heirs, assigned personal representative, and estate as follows:

1. I acknowledge that horseback riding, caring for horses, and all horsemanship and learning/self-discovery activities involving horses entail known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to me, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: loss of control, collisions; horses, irrespective of their previous behavior and characteristics, may act or react unpredictably based upon instinct, fright, or lack of proper control by rider or handler, and latent or apparent defects or conditions in equipment, animals or property, acts of other students in this activity, adverse weather conditions; contact with plants, insects, or animals; my own physical condition(s) or my own acts or omissions; the conditions of remote roads, trails, waterways, or terrain, and accidents connected with their use; first-aid, emergency treatment or other services rendered; consumption of food and drink.

Furthermore, the Misatim Horsemanship Program seeks safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all the risks existing in the activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless the Misatim Horsemanship Program from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or use of the Misatim Horsemanship Program equipment or facilities.
4. Should Misatim Horsemanship Program or anyone acting on their behalf be required to incur legal v fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I do not have a medical or physical condition, which could interfere with my participation in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.
6. In the event that I file a lawsuit against the Misatim Horsemanship Program, I agree to do so solely in the Province of Alberta, and I further agree that the substantive law of the Province. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall be in full force and effect.

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By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against the Misatim Horsemanship Program on the basis of any claim form which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Print Name: \_\_\_\_\_

Signature of Participant: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Home Phone #: \_\_\_\_\_ Cell #: \_\_\_\_\_

Date: \_\_\_\_\_  
(Waiver is valid for the duration of the school year)

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### **Student Form**

In consideration of the services of the Misatim Horsemanship Program; Misatim Program Advisor, Maskwacis Education School Commission (MESC), and the Misatim Program Assistants. I hereby agree to release, indemnify, and discharge The Misatim Horsemanship Program, on behalf of myself, my parents, my heirs, assigned personal representative, and estate as follows:

1. I acknowledge that horseback riding, caring for horses, and all horsemanship and learning/self-discovery activities involving horses entail known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to my child, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: loss of control, collisions; horses, irrespective of their previous behavior and characteristics, may act or react unpredictably based upon instinct, fright, or lack of proper control by rider or handler, and latent or apparent defects or conditions in equipment, animals or property, acts of other students in this activity, adverse weather conditions; contact with plants, insects, or animals; my child's own physical condition(s) or my child's own acts or omissions; the conditions of remote roads, trails, waterways, or terrain, and accidents connected with their use; first-aid, emergency treatment or other services rendered; consumption of food and drink.

Furthermore, the Misatim Horsemanship Program seeks safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all the risks existing in the activity. My child's participation in this activity is purely voluntary, and I elect for my child to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless the Misatim Horsemanship Program from any and all claims, demands, or causes of action, which are in any way connected with my child's participation in this activity or use of the Misatim Horsemanship Program equipment or facilities.
4. Should Misatim Horsemanship Program or anyone acting on their behalf be required to incur legal fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that my child does not have a medical or physical condition, which could interfere with their participation in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.
6. In the event that I file a lawsuit against the Misatim Horsemanship Program, I agree to do so solely in the Province of Alberta, and I further agree that the substantive law of the Province. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall be in full force and effect.

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By signing this document, I acknowledge that if anyone is hurt or property is damaged during my child's participation in this activity, I may be found by a court of law to have waived my child's right to maintain a lawsuit against the Misatim Horsemanship Program on the basis of any claim form which I have released them herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Print Participants Name: \_\_\_\_\_

Signature of Parent/Guardian or Participant (if over the age of 18)

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Home Phone #: \_\_\_\_\_ Cell #: \_\_\_\_\_

Date: \_\_\_\_\_  
(Waiver is valid for the duration of the school year)