RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

EVERY PARTICIPANT IN EQUINE ACTIVITIES ON THE HOSTS' PROPERTIES SHALL CAREFULLY READ THIS NOTICE BEFORE SIGNING. NO PERSON WILL BE ALLOWED TO PARTICIPATE IN ANY EQUESTRIAN ACTIVITY ON THE "PROPERTY" PRIOR TO READING AND SIGNING THIS RELEASE AND ACKNOWLEDGEMENT FORM. BY SIGNING THIS AGREEMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE SHOULD YOU BE INJURED.

PLEASE READ CAREFULLY!

Name :	Date of Birth :
Address :	
Date of Camp :	

To Nick and Ali Holmes-Smith, Richard and Barbara Marks, their family, employees, students and volunteers. (all of them collectively called the "**HOST**").

The term Equine Activity shall apply to riding, hacking and working around horses, mounted or on foot - whether supervised or not. It shall also include all activities, services and use of facilities provided by or arranged by the "**HOSTS**" or in any way related to riding and in this agreement will be referred to as the "**ACTIVITY**".

The term "**PROPERTY**" refers to the two adjacent properties owned by the "**HOSTS**".

I am aware and understand that there are inherent **DANGERS, HAZARDS and RISKS**, (collectively called **RISKS**) associated with Equine Activities. I Acknowledge that these inherent "**RISKS**" of Equine Activities mean those **DANGEROUS** conditions, which are an integral part of Equine Activities, <u>including but not limited to</u> :

- the propensity of any equine to behave in ways that may result in injury, harm or death to persons on or around them and/or damage to property in their vicinity;
- the unpredictability of an equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals;
- the equine's response to certain hazards such as surface and subsurface objects;
- collisions with other equines, animals, people and objects;
- the potential of any participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over -the equine or to act within his or her ability;
- the increased potential of a participant to suffer a fall from horse when jumping fences due to an error of judgment on the part of the rider or horse, OR due to jump design, construction or terrain;
- The possibility that the "**HOST**" may fail to predict whether the terrain or obstacles are within the ability of each individual horse and rider combination to safely negotiate.

I understand that injuries resulting from such "**RISKS**" are a common and ordinary occurrence associated with Equine Activities. I freely accept and fully assume all the "**RISKS**" and the possibility of personal injury, death, property damage or loss from being a Participant. I Acknowledge that it remains my sole responsibility to act in such a manner as to be responsible for my own safety and to Participate within my own limits.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the "**HOST**" permitting my Participation in the "**ACTIVITY**", I together with my heirs, executors, administrators and assigns, (collectively called my "Legal Representatives") agree as follows:

1. To Waive Any and All Claims that I have or may in the future have against the "**HOST**" arising out of any aspect of my participation in the "**ACTIVITY**";
2. To Release the "**HOST**" from Any and All Liability for any loss, damage, expense or injury, including death, that I or my "Legal Representatives" may suffer as a result of my Participation in the "**ACTIVITY**" due to any cause whatsoever **INCLUDING NEGLIGENCE ON THE PART OF THE "HOST" OR FAILURE OF THE "HOST" TO SAFEGUARD OR PROTECT ME FROM ANY OF THE "RISKS" REFERRED TO ABOVE**;
3. **TO HOLD HARMLESS AND INDEMNIFY** the "**HOST**" from any and all liability for any property damage or personal injury to any third party resulting from my Participation in the "**ACTIVITY**";
4. That this agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives in the event of my death;
5. That this agreement shall be governed and interpreted in accordance with the laws of the province of British Columbia;
6. That any litigation involving the parties to this agreement shall be brought within the province of British Columbia.

I have read and understood the Rules of the "**ACTIVITY**" which apply to me. I agree to abide by those rules and acknowledge that a breach of the Rules may among other things result in my expulsion from the "**ACTIVITY**". Before I signed this release and Acknowledgment, I read it and I state that I understand it. I an aware that by signing this Release and Acknowledgment, I am waiving certain legal rights which I may have against the "**HOST**", or, if I die, by signing this Release and Acknowledgment, I am waiving certain legal rights that my Legal Representatives may have against the "**HOST**",

Signed this_____day of_____2026

Signature of Participant	Print Name Clearly
Signature of Witness	Print Name Clearly

OR IF THE PARTICIPANT IS A MINOR (UNDER 19 YEARS OF AGE AT DATE OF SIGNING)

I am the legal guardian of the participant named herein and am executing this Release and Acknowledgment on behalf of the Participant in my capacity as guardian and with the intent that this Release and Acknowledgment be binding on the infant Participant for all legal purposes. Before I signed this Release and Acknowledgment, I read it and I state that I understand it. I am aware that by signing this Release and Acknowledgment, I am Waiving certain legal rights which I might have against the "**HOST**", and which the infant Participant has against the "**HOST**". In the event of my death or the death of the infant Participant, by signing this Release and Acknowledgment, I am waiving all legal rights, which my Legal Representatives or the Legal Representatives of the infant Participant may have against the "**HOST**".

Signed this_____day of _____ 2026

Signature of Participant	Print Name Clearly
Signature of Witness	Print Name Clearly
Signature of Guardian of Participant	Print Name Clearly
Signature of Witness	Print Name Clearly

THIS AGREEMENT MUST BE COMPLETED IN FULL, DATED, SIGNED AND WITNESSED PRIOR TO RIDING ON THE PROPERTY