

## Release of Liability, Waiver of Claims

### Assumption of Risks and Indemnity Agreement

#### **WARNING: By Signing this Document you will give up Certain Legal Rights**

#### **Including the Right to Sue, Claim Damages, Seek Compensation**

This Document is to be signed by(*print name*)\_\_\_\_\_ (the "Participant")

Together with(*print name(s)*)\_\_\_\_\_ being the parent (s) and/or

Guardian(s) of the Participant, in order to participate in the following:

#### **Wild Pony Races at the Hand Hills Lake Stampede**

And related events and activities (collectively referred to as the "Event")

We, the undersigned Participant and the parent(s) and/or guardian(s) of the Participant, are aware that the Event involves inherent risks, Dangers and hazards, involving all manner of injury or loss, including potentially serious or life-threatening injury and death, including but not limited to::

- (a) The use of equipment, materials or facilities related to the Event;
- (b) The actions or negligence of the Participant or other participants in of the Event;
- (c) The actions or negligence of the Hand Hills Lake Stampede, and the Hand Hills Lake Club (1980) or its directors, officers, employees, volunteers, agents, invitees, or representatives of any kind (collectively referred to as the "Organization")
- (d) The actions or negligence of the Special Areas Board or its councillors, officers, employees, agents or representatives of any kind (collectively referred to as the "Municipality"); and
- (e) Any additional risks arising out of the Event and related events and activities.

We, the undersigned Participant, and the parent(s) and/or guardian of the Participant, hereby agree as follows:

- (a) TO WAIVE ANY AND ALL CLAIMS of every nature and kind at law or under any statute that I have of may have in the future against the Organization and/or the Municipality;
- (b) TO RELEASE THE ORGANIZATION AND THE MUNICIPALITY from any and all liability for injury, death, property damage, property loss or any other loss or expense that I may suffer or that my next of kin or legal representatives may suffer as a result of participation in or use of the Event, due to any cause whatsoever, including negligence on the part of the Organization an/or Municipality;
- (c) TO HOLD HARMLESS AND INDEMNIFY THE ORGANIZATION AND THE MUNICIPALITY from any and all liability for injury, death, property damage, property loss or any other loss or expense to any party, including myself, as a result of participation in or use of the Event, or other financial loss or expense including, without restriction, legal expense and cost on a solicitor-and-his-own-client full indemnity basis in defending against such claims or enforcing the terms contained within this document, and;
- (d) THAT THIS AGREEMENT WILL BE EFFECTIVE AND BINDING UPON myself, my heirs, next of kin, executors, administrators and assigns.

I, the undersigned Participant and the parent(s) and/or guardian(s) of the Participant, hereby acknowledge that we have read the foregoing, and have had the opportunity to ask questions and clarifications before signing, and have explained its meaning to the Participant. We acknowledge that we understand its content, import and meaning and herby do agree, approve and consent to the above.

Date: \_\_\_\_\_

Witness Name (*print*) \_\_\_\_\_ Participant Signature \_\_\_\_\_

Witness Signature \_\_\_\_\_ Parent/Guardian Signature \_\_\_\_\_

Parent/Guardian Signature \_\_\_\_\_