

**RELEASE OF LIABILITY, WAIVER OF CLAIMS  
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS**

Rider Name \_\_\_\_\_ Rider Birthdate \_\_\_\_\_

Address \_\_\_\_\_

To: Toronto Polo Club; Armadale Co Limited; Fox Den Farms Inc.; Clifford Sifton; Micheal Sifton; Derek Sifton; Forward Riding School and Maxine Lewis and to their directors, officers, employees, contractors, subcontractors, agents, volunteers, representatives, successors and assigns (hereinafter collectively the "RELEASEES").

**DEFINITIONS**

In this agreement, the term "EQUESTRIAN ACTIVITIES" shall include all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by the RELEASEES and shall include, but are not limited to: horseback riding instruction, polo competitions on horseback, polo instruction both on horse and on horse simulators, horse boarding, horse riding, horse handling of all types including but not limited to turn-out and bringing in, walking, jogging, lunging, examination and generally attending horses for the RELEASEES or for others including but not limited to farriers, veterinarians and other participants; trailering; stable maintenance, cleaning and repair, feeding and all other activities, events and services in any way connected with or relating to the use of horses.

**ACKNOWLEDGEMENT – SAFETY**

I am aware that the physical exertion required of certain EQUESTRIAN ACTIVITIES and the forces exerted on the body can activate or aggravate pre-existing physical injury, conditions or congenital defects. I acknowledge that I should seek medical advice if I know or suspect that my physical condition may be incompatible with EQUESTRIAN ACTIVITIES. I am advised to obtain appropriate medical or accident insurance before commencing these activities. In the event this Release is signed by a parent or guardian on behalf of a child under the age of Eighteen (18), it shall be read with all necessary changes to be applicable to that child.

**ASSUMPTION OF RISK**

I am aware that EQUESTRIAN ACTIVITIES involve risks, dangers and hazards including, but not limited to:

- Horses including those normally well behaved, are unpredictable and may spook, bolt, buck, rear, kick, bite, trample, fall and otherwise cause injury including death to persons and damage to property including other horses;
- The facilities and terrain may involve surfaces, both artificial and in a natural state, that may not have been ridden or traveled before and are not regularly patrolled or inspected and may contain many obstacles and hazards that may be unmarked;
- Medical, ambulance, fire and police are remote and in the event of an accident, rescue and assistance may not be immediately available;
- Weather and lightening condition may be extreme and can change rapidly and without warning;
- Safety gear, horse tack, stable equipment, fencing, gates and other equipment and fixtures may fail or be in disrepair;
- The RELEASEES or other persons may be negligent in the conduct, pursuit, or arrangement of the EQUESTRIAN ACTIVITIES or in the provision of services or materials related thereto resulting in injury or death to persons or damage to property.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH EQUESTRIAN ACTIVITIES, INCLUDING NEGLIGENCE, AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS ASSOCIATED WITH EQUESTRIAN ACTIVITIES, INCLUDING NEGLIGENCE, AND THE RESPONSIBILITY FOR PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTY THEREFROM.

**RELEASE OF LIABILITY, WAIVER OR CLAIMS AND INDEMNITY AGREEMENT**

In consideration of the RELEASEES allowing me to participate in EQUESTRIAN ACTIVITIES and permitting my use of their property, equipment and facilities and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I agree as follows:

1. I HEREBY WAIVE AND RELEASE the RELEASEES of and from liability for any and all loss, damage, expense, injury including death, claims, actions, causes of action, and demands whatsoever, that I have now or may have in the future, arising from or in any way connected with my participation in EQUESTRIAN ACTIVITIES or my use of the RELEASEES' property, equipment, or facilities including, but not limited to, claims related to the negligence of the RELEASEES or breach of contract and including the failure on the part of the RELEASEES to safeguard or protect me from the risks, dangers, and hazards of EQUESTRIAN ACTIVITIES referred to above.
2. I HEREBY AGREE TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from and against liability for any and all loss, damage, expense, injury including death, claims, actions, causes of action and demands whatsoever from third parties, now or in the future, arising from or in any way connected with my participation in EQUESTRIAN ACTIVITIES or my use of the RELEASEES' property, equipment, or facilities including, but not limited to, claims related to the negligence of the RELEASEES or breach of contract.
3. I HEREBY authorize Forward Riding School and Fox Den Farms Inc. to publish photographs taken of myself and/or the minor child or children listed below, and our names and likenesses, for use in print, online and video-based marketing materials, as well as other Company publications.
4. I HEREBY release and hold harmless Forward Riding School and Fox Den Farms Inc. from any reasonable expectation of privacy or confidentiality for myself and for the minor child and children listed below associated with the images specified above. I further acknowledge that participation is voluntary and that neither I, the minor child, or minor children will receive financial compensation of any type associated with the taking or publication of these photographs or participation in company marketing materials or other Company publications. I acknowledge and agree that publication of said photos confers no rights of ownership or royalties whatsoever.
5. I hereby release Forward Riding School and Fox Den Farms Inc., its contractors, its employees and any third parties involved in the creation or publication of Company publications, from liability for any claims by me or any third party in connection with my participation or the participation of the minor children listed below.
6. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and representatives in the event of my death or incapacity.
7. This Agreement is governed by and shall be interpreted solely in accordance with the laws of Ontario and no other jurisdiction.
8. Any litigation involving the parties to this Agreement shall be brought solely within the Province of Ontario.
9. All of the terms of this Agreement are severable from each other and will survive the invalidity of any other term of this Agreement.
10. There will be no application of the rule interpreting an agreement against its draftsman because both parties played a joint role in drafting this agreement.
11. In entering into this Agreement, I am not relying on any oral or written representations or statements made by the RELEASEES with respect to the safety of EQUESTRIAN ACTIVITIES, other than what is set out in this Agreement.

**I CONFIRM THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS THAT I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES. I AM AWARE OF MY ABILITY TO OBTAIN INDEPENDENT LEGAL ADVICE.**

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Witness

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

\_\_\_\_\_  
Print Name Clearly

\_\_\_\_\_  
Print Name Clearly

\_\_\_\_\_  
Signature of parent or  
Guardian if Participant is under 18 years of age