

108 HORSEBACK RIDING

PATHFINDERS/RANGERS ONLY

- Negligence - which means, in general terms, a failure to exercise ordinary or proper care – of other riders or my or my child’s own failure to ride safely, within my or my child’s ability or within designated areas and trails
- Equipment may fail
- Weather conditions can change and can sometimes be dangerous
- The nature of the terrain can change and has certain risks associated with it including, but not limited to, exposed natural objects, trees, streams and creeks
- The activities can sometimes be in remote areas and injuries or illness may occur and it may be a considerable distance to doctors, hospitals, or any other type of assistance; and
- Negligence on the part of A PROPERTY OWNER AND-OR M.V.A. OR THEIR STAFF.

I am also aware that the risks, dangers and hazards referred to above exist throughout the trail, stable, practice and other areas and many are unmarked. I understand and acknowledge that no amount of caution, experience, or instruction can eliminate all of the risks involved and I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage and damages or loss resulting there from.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of M.V.A. providing me or my child with their horse riding and other services and permitting my or my child’s use of their equipment, and other facilities and the Property Owners providing me or my child with the use of their property – hereinafter collectively referred to as “The Services” – I hereby agree as follows:

- TO WAIVE ANY AND ALL CLAIMS that I or my child have or may in the future have against a Property Owner or M.V.A. and their directors, officers, employees, agents, representatives and volunteers – all of whom are hereinafter collectively referred to as “THE RELEASEES”- and TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury or expense that I or my child may suffer, or that my or my child’s, next of kin may suffer as a result of my or my child’s use of the services or due to any cause whatsoever, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATURORY OR OTHER DUTY OF CARE INCLUDING ANY DUTY OF CARE OWED UNDER THE “OCCUPIERS LIABILITY ACT” ON THE PART OF THE RELEASEES;
- TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damages to their property or of personal injury to any third party resulting from my or my child’s use of the services;
- This Agreement shall be effective and binding upon my or my child’s heirs, next of kin, executors, administrators, assigns and representatives in the event of my or my child’s death or incapacity;
- This agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia; and
- Any litigation involving the parties of this Agreement shall be brought within the Province of British Columbia.

In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the Releasees other than what is set forth in this Agreement.

TRAIL RIDE RULES

1. Minimum riding age – 7 years old.
2. All participants MUST wear a certified horseback riding helmet (provided).
3. All children under 18 must have parent or guardian sign the waiver and release form.
4. Ride in single file.
5. Do not leave the trail.
6. Keep safe distance between horses.
7. Long pants, shirt and shoes with a heel should be worn when riding.
8. Obey instructions of trail guide at all times.
9. SMOKING ON ALL TRAILS IS PROHIBITED!!!!
10. There is a 250 pound weight limit.
11. Children must be under constant adult supervision and parent/guardian will be responsible for their children’s behavior while at M.V.A.

I, for myself and on behalf of my spouse, heirs, assigns, personal representatives and next of kin, hereby release and hold harmless, Mountain View Adventures, the host organization and facility, any owners, sponsors, volunteers, employees, agents, officers or directors of the above organizations, and if applicable, owners and lessors of premises used to conduct the event (collectively the “Releases”) with respect to any and all injuries, disabilities, loss of life or damage to person or property occurring or arising out of participation in the program.

I have read this release of liability and assumption of risk agreement, fully understand its terms, understand that I have given up substantial rights by signing it and sign it freely and voluntarily without any inducement. If participant is under the age of 18, this certifies that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the releases, and, for myself, my spouse, my heirs, assigns, and next of kin, I forever release and agree to indemnify, defend and hold harmless the releases from any and all liabilities as set forth above arising out of or occurring from my minor child’s involvement of participation in M.V.A’s organized or sponsored or run by any of the releases, their agents or representatives.

Participant’s Signature **xxx You MAY Leave this Blank xxx** _____ Date _____

Parent/Guardian Signature if Participant is Under 18 **Parent signature** _____ Date **today’s date**