

Valle Vista Stables

Rider Name: _____

Rider Address: _____

Rider Telephone: _____

Rider Email: _____

Name of Legal Guardian
if Rider is a Minor _____



IMPORTANT: THIS IS A LEGAL DOCUMENT. YOU ARE GIVING UP YOUR RIGHT TO SUE NO MATTER WHAT HAPPENS AND IF YOU, YOUR CHILD OR ANOTHER GUARDIAN OF YOUR CHILD BREACHES THE CONTRACT IN THIS DOCUMENT BY SUING VALLE VISTA STABLES/TERRY CARDIN, YOU CAN BE SUED!

Please read and understand this document before signing. If you have any questions, please consult a lawyer before you sign.



TERRY CARDIN or any person authorized by Terry Cardin as an Associate or Assistant of Valle Vista Stables OR any individuals who board their horse(s) at Valle Vista who allow their horses to be used by TERRY CARDIN OR VALLE VISTA STABLES (hereafter all referred to "Terry") has done everything possible to assure that their guests have a rewarding experience. Terry wishes to inform their guests that being in a horse's yard, riding a Horse including Lessons and Trail Riding are not risk free and in fact can be dangerous. The same elements that contribute to the unique character and fun of Horse back riding including Lessons and Trail Riding, such as the outdoor experience or the horse can cause loss or damage to equipment, injury, illness, or in extreme cases, permanent trauma or death. We do not want to heighten or reduce your enthusiasm for the experience, but we do want you to know in advance what to expect, and to be informed of the some of the possible risks. Accordingly, we require that you read, sign, and return this document to us prior to riding any horse owned, leased or under the control of Terry.

ACKNOWLEDGMENT OF RISK



Horseback Lessons, Horseback Riding, or Trail Riding includes riding, training, assisting in medical treatment of horse(s), driving horse(s), or being a passenger upon a horse, whether mounted or unmounted or any person assisting a participant or Terry with a horse or horse(s). "Horse" means a horse, pony, mule, donkey, hinny or other Equine that are either owned, lease or under the control or management of Terry. There are inherent risks of any activity involving horses. Inherent risks of Horseback Riding (including lessons), Trail Riding activities and horse activities means those dangers or conditions which are an integral part of horse activities, including, but not limited to: The propensity of the animal to behave in ways that may result in injury, harm, or death to persons on or around them; The unpredictability of the animal's reaction to such things as sounds, sudden

movements, unfamiliar objects, persons, vehicles or other animals; Certain hazards such as surface and subsurface conditions may make riding difficult or risky; Collisions with other animals or objects are always a risk; Horses may intentionally or accidentally walk under trees or other objects, brush against objects knocking riders off or pinning riders, injuring them; The potential of a 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 animal or not acting within his or her ability. Any fall from a horse is dangerous because of the distance above the ground the rider is seated. Horses may bite, kick, rear, (stand on two hind legs) causing injuries to participants. Although we take precautions to ensure that it won't happen, equipment can suddenly fail. Additionally, horses may step on your toe, hit you with their head or tail, or knock you down and not even know you are there. A Horse may bolt or take off running for any reason. This may throw the rider or cause other injuries to the rider while the Horse is running. The difficulty in choosing the right horse for each rider by Terry is a risk. Nor can Terry assist you when you are riding the horse. While riding the horse you will be in charge of the horse and your safety. You must agree to obey all the commands of Terry or his assistants, associate or employee at all times, however, you must also understand that the commands may not produce the results we desire. Horses are animals, and you and the horse will not always respond to things in a predictable manner or with predictable results. Trails can be steep, rocky, and slippery. Riding may involves crossing streams, where footing can be awkward. Horses can slip or fall during a ride, resulting in injury. Poisonous or dangerous plants, insects, or animals can be introduced in the riding environment with harmful effects to some guests. Exposure to the natural elements can be uncomfortable or harmful. Heat-sunburn, dehydration, allergies, heat exhaustion, heat stroke, heat cramps, wind, rain, outdoors, eating meals out-of-doors, being in the open for the extended length of the trip can be uncomfortable or cause injury. It is also possible that some participants would suffer mental anguish or trauma from the experience or their injuries. This list is not an exclusive or exhaustive list of possible injuries, trauma or accidents that may occur while HORSEBACK RIDING (INCLUDING LESSONS) OR TRAIL RIDING. Most of these injuries are rare and you are not likely to encounter them, however they have occurred and you need to know about them and other possible injuries not mentioned above. These injuries occur more often when the participants are using drugs or alcohol or not physically able to undertake the Horseback Riding (including Lessons) or Trail Riding. Accordingly, it is Terry's strict policy that no individuals are able to ride at Valle Vista under the influence of drugs or alcohol.



I certify that my family, including minor children and myself are fully capable of participating in a HORSEBACK RIDING, HORSE LESSONS, OR TRAIL RIDING program. I state that I have read the above non-exhaustive statement about the possible risks in this Horseback Riding (including lessons) or Trail Riding program. Therefore, I assume full responsibility for myself and my family, including minor children, for bodily injury, death and loss of personal property and any expenses as a result of my negligence, negligence of my family, or the negligence of Terry. I also understand that Terry reserves the right to refuse any person or persons he or his associates/assistants/ employees may judge to be incapable of meeting the rigors and requirements of participating in HORSEBACK RIDING (INCLUDING LESSONS) OR TRAIL RIDING and/or may cancel the ride at any time.

- My family and I are in good physical condition and able to undertake this activity. I understand that horses are animals and as such unpredictable and not always under the control of anyone.

CONTRACT, WAIVER, RELEASE AND INDEMNIFICATION

- I agree to indemnify and hold harmless Terry, his agents and employees and all persons boarding their horses at Valle Vista whose horses may be sub-leased to Terry for the purpose of HORSE BACK RIDING (INCLUDING LESSONS) OR TRAIL RIDES, from all claims, damages, losses, injuries and expenses arising out of or resulting from my family's (including minor children) or my participation in these activities. I further agree to release, acquit and covenant not to sue Terry, his boarders, contractors, agents assistants, associates or employees for all actions, causes of action, claims or damages, damages in law or remedies in equity of whatever kind, including the negligence of Terry (as defined on page 1 of this waiver) my family, myself, or my heirs may have against Terry arising out of participation in this program. In short, I cannot sue Terry (as defined on page 1 of this waiver) and if I do I cannot collect any money. If I, my child or any guardian of my child breaches this waiver and sues, I agree to the site of any lawsuit and the law governing any such lawsuit shall be British Columbia and governed by British Columbia law. The terms of this agreement shall continue and be in effect after the HORSEBACK RIDING (INCLUDING LESSONS) OR TRAIL RIDING has ended. As liquidated damages, I hereby agree that if Terry (as defined on page 1 of this waiver) is forced to defend any action, lawsuit or litigation by myself, my executors, or my heirs, on my family's or my behalf, my heirs or executors and I agree to pay Terry his actual costs and legal fees if they successfully defend such action, lawsuit or litigation.

- If for any reason I or any minor child of mine or any other guardian of any child of mine that is the subject of this waiver sues Terry (as defined on page 1 of this waiver) contrary to this waiver for any reason, I hereby agree to reimburse Terry for damages for breach of contract (or any other cause of action) plus any applicable legal costs for myself and/or my child and/or any other guardian of my child breaching the contractual provisions of this waiver or suing Terry for any other reason. The damages will be equal to any amount that I or any child of mine or any guardian of my child receives from any court plus legal costs.

- Should any paragraph or part of this agreement be declared unenforceable by a court of competent jurisdiction, the remaining parts or paragraphs shall remain in full force and effect. Any reference to the singular shall also include the plural and any reference to the plural shall also include the singular and any reference to the male shall also include the female and vice versa.

- I hereby represent to Terry that I have adequate health, disability and life insurance for my family and myself.

- If signing this waiver as a guardian, I hereby confirm and represent to Terry that I have consulted with all other guardians of my minor child and have received their express permission to sign this waiver on their behalf. I also agree to assume complete and total liability to that other guardian for any liability found against Terry.

I hereby give permission for transportation to any medical facility or hospital and I authorize for any qualified guide or medical personnel to render necessary emergency medical care for my family or myself.

I, _____, of my own free will, for my family, my minor children, my heirs and executors and myself, have read, understand, acknowledge and accept responsibility for the risks and liability for myself, and my family this _____ day of _____ 20__.

By checking this box, I indicate that the rider named in this waiver has previous HORSEBACK RIDING OR TRAIL RIDING experience.

By checking this box I indicate that the rider named in this waiver does not have any medical condition that would prevent participation in this activity except:

_____.

I acknowledge herein that it has been recommended to me that I should seek independent **legal advice** before signing this waiver and I acknowledge receiving information that the **Lawyer Referral Service** could assist me in obtaining this advice for a nominal fee.

PROTECTIVE HEAD GEAR AND RIDING BOOTS:

1. Proper riding footwear is required by all persons, regardless of age, participating in any horse related activities.
2. ALL MINOTRS (Horseback riders under 18 years of age) are required to wear protective head gear in the form of a high impact helmet and proper footwear.
3. IT IS HIGHLY RECOMMENED THAT ALL HORSE BACK RIDERS OF ANY AGE WEAR A HIGH IMPACT HELMET.
4. I decline to wear a helmet (only applicable if over 18 years of age) * Initial here:

Executed and Witnessed this _____ day of _____ 20__ in Victoria, British Columbia

_____)	_____)
Signature of Witness)	Signature of Rider or Legal Guardian
_____))
Print Name of Witness))
_____))
Address of Witness))
_____))
Telephone Number of Witness))