



## **ACKNOWLEDGMENT OF RISK AND RELEASE OF LIABILITY**

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT.**

**PLEASE READ CAREFULLY!**

**TO: Fort Edmonton Park Management Company, the City of Edmonton and its directors, officers, shareholders, employees, volunteers, agents, representatives, independent contractors, subcontractors, suppliers, hosts, successors and assigns and Her Majesty the Queen in Right of Canada (all of whom are collectively referred to as the "Releasees")**

### **ASSUMPTION OF RISKS**

I am aware that my participation in horse drawn carriage/wagon rides and any horse/equine related activity whether formally or informally organized by any of the Releasees (the "Activities"), **involve many risks, dangers and hazards including but not limited to:**

- a) Injury or death caused from horse drawn carriage/wagon equipment operation, carriage/wagon equipment failure, accessing and exiting carriages/wagons, loss of control of a horse drawn carriage/wagon and impact with other vehicles or natural or man-made objects.
- b) Injury or death caused from the unpredictable nature of horses. Horses may become spooked or frightened and react to such things as insects, other animals, changing weather conditions, sounds, sudden movement, tremors, vibrations, unfamiliar objects, persons or other animals and hazards such as subsurface objects.
- c) Injury or death caused by misconduct or inability to follow directions, policies and procedures as directed by the carriage/wagon operator. This includes misconduct by either myself or other participants of the ride. I understand that misconduct may result in early eviction or inability to participate in the carriage/wagon ride.
- d) Injury or death caused by the conduct, including negligence, of other participants or the Releasees, **and I understand that negligence includes failure on the part of the Releasees to take reasonable steps to safeguard or protect me from the risks, dangers and hazards referred to above.**

**I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH MY PARTICIPATION IN THE ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH OR LOSS RESULTING THEREFROM.**

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

In consideration of the Releasees allowing me to participate in the Activities and in consideration of the Releasees permitting me to enter upon facilities and premises operated by the Releasees, and for other good and valuable consideration, (the receipt and sufficiency of which is acknowledged), I hereby agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against the Releasees, and to release the Releasees from any and all liability for any loss, damage, expense or injury including death that I may suffer or that my next of kin may suffer as a result of my participation in the activities due to any cause whatsoever, including negligence, breach of contract or breach of any statutory or other duty of care, as well as any duty of care owed under the *Occupiers Liability Act RSA 2000 c 0-4*, on the part of the releasees and also including the failure on the part of the releasees to safeguard or protect me from the risks, dangers and hazards referred to above.
2. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any damage to property or personal injury to any third party, including death, resulting from my participation in any activities.
3. That this Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives.
4. That this Release Agreement and any rights, duties and obligations as between the parties of this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of Alberta and no other jurisdiction.

5. That if any provision of this Release Agreement, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable the remainder of this Release Agreement shall not be affected thereby and each provision shall be separately valid and enforceable.
6. That any litigation involving the parties to this Release Agreement shall be brought solely within the Province of Alberta, and shall be within the exclusive jurisdiction of the Courts of the Province of Alberta.
7. That in entering into this Release Agreement I am not relying upon any oral or written representation or statements made by the Releasees with respect to the safety of the Activities other than what is set forth in this Release Agreement.

**I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

1. Participant Name (Print Clearly): \_\_\_\_\_

Signature (if over the age of majority): \_\_\_\_\_

2. Participant Name (Print Clearly): \_\_\_\_\_

Signature (if over the age of majority): \_\_\_\_\_

3. Participant Name (Print Clearly): \_\_\_\_\_

Signature (if over the age of majority): \_\_\_\_\_

4. Participant Name (Print Clearly): \_\_\_\_\_

Signature (if over the age of majority): \_\_\_\_\_

**For ALL participants under the age of 18 years, the parent/guardian must read, understand and sign this waiver prior to any underage participants participating in horse drawn carriage/wagon rides.**

1. Name of the Youth Participant (Print Clearly): \_\_\_\_\_

2. Name of the Youth Participant (Print Clearly): \_\_\_\_\_

3. Name of the Youth Participant (Print Clearly): \_\_\_\_\_

4. Name of the Youth Participant (Print Clearly): \_\_\_\_\_

Parent/Guardian Name (Print Clearly): \_\_\_\_\_

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

Witness Name (Print Clearly): \_\_\_\_\_

Signature: \_\_\_\_\_