
**ASSUMPTION OF RISKS, RELEASE OF INTEREST, RELEASE OF LIABILITY, WAIVER OF CLAIM, AND
INDEMNITY AGREEMENT**
**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE.
PLEASE READ CAREFULLY!**

To: Flying U Ranch Inc.
(Referred to in this agreement as the "Provider")

AND TO: ALL PROPERTY OWNERS (PRIVATE, FEDERAL, PROVINCIAL, REGIONAL AND MUNICIPAL)

On my behalf, and the behalf of any minor children participating in these activities, for whom I am legally responsible, I agree to the following:

***INITIAL AFTER READING AND UNDERSTANDING EACH SECTION**

ASSUMPTION OF RISKS:

I am aware and understand that activities involving horses, specifically, without limitation, horseback riding, horse handling, trail riding, pack trips, riding lessons, other equine-related activities, hayrides, as well as hiking, water sports such as swimming, canoeing, kayaking, other recreational outdoor and indoor activities, and temporarily occupying the property of the Property Owner for the purpose of facilitating these activities entail many intrinsic risks, dangers, and hazards not all of which can be listed here. Risks include, but are not limited to the following:

1. Horses are powerful and potentially dangerous animals, they may:
 - a change their behavior at any time and without warning;
 - b jump, run wildly, buck, kick, bite or step on people or things;
 - c behave in ways that may result in injury, harm or death to persons;
 - d collide with other horses or objects or trip, stumble, or fall even if being led, ridden, or attended to; and
 - e react to sounds, sudden movement, tremors, vibrations, unfamiliar objects, persons or other animals.
2. Negligence (which means, in general terms, a failure to exercise ordinary or proper care) of myself, my child or other participants in the above noted activities, including, without limitation, failure to ride safely within my or my child's ability or within designated areas and trails.
3. Equipment may fail.
4. Weather conditions can change and can sometimes be dangerous.
5. 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.
6. The activities can sometimes be in remote areas and injuries, or illnesses may occur, and it may be a considerable distance to doctors, hospitals, or any other type of assistance; and
7. Negligence on the part of A PROPERTY OWNER AND/OR THE PROVIDER OR THEIR STAFF, VOLUTEERS OR CONTRACTORS.

*Initials

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, and instruction can eliminate all of the risks involved in my or my child's participation in the above noted activities.

I HAVE SATISFIED MYSELF AND/OR WAIVED THE OPPORTUNITY TO OBTAIN INFORMATION NECESSARY TO MAKE AN INFORMED DECISION REGARDING CONSENT. I am aware that my or my child's participation in the above noted activities and/or staying on the Provider's property will involve various risks, dangers and hazards including the risk of personal injury, death or property loss from various causes, including, but not limited to: defective, dangerous, or unsafe conditions of the premises; negligence on part of other persons participating in the above noted activities; or negligence on part of the Provider. I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH PARTICIPATION IN THE EQUINE ACTIVITIES TAKING PLACE ON THE PROPERTY AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Property Owner’s permission to temporarily occupy the Property Owner’s property and the Provider allowing me or my child to use the Provider’s equipment and facilities, and participate in the above noted services as well as other services which may be offered from time to time (hereinafter collectively referred to as the “Services”), I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I or my child have or may in the future against a Property Owner or the Provider, 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, claim, injury, death or expense, whether personal or related to property, 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, BREACH OF WARRANTY, OR BREACH OF ANY STATUTORY OR OTHER DUTY OR CARE INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT ON THE PART OF THE RELEASEES;
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any loss, damages, claims, injury, death or expense, whether personal or related to property, including, without limitation, solicitor’s fees on a solicitor-client basis (and for greater clarity, regardless of whether I am successful in a claim against the Releasees or otherwise), resulting from my or my child’s participation in the Services and/or from temporary occupation of the Property Owner’s property;
3. I specifically acknowledge that the Provider has not provided me with any medical advice and I have either discussed the Services with my doctor, or have waived the opportunity to do so and have satisfied myself that I understand and hereby accept the risks of my or my child’s participation in the Services.
4. 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;
5. If any portion of this waiver is found to be unenforceable or invalid, that portion shall be severed from this waiver and the remainder of this waver shall be construed as though the unenforceable portion had never been contained herein;
6. This agreement shall be governed by and interpreted in accordance with the laws of the province of British Columbia;
7. Any litigation involving the parties to this Agreement shall be brought within the Province of

*Initials

PROTECTIVE HEADGEAR AND RIDING BOOTS

1. Proper riding footwear is required by all persons, regardless of age, participating in any horse-related activities.
2. ALL RIDERS are required to wear protective headgear in the form of high-impact helmet and proper footwear.

Furthermore, riding trails and public access land are not maintained or governed in any way by the Provider. The Provider is not responsible for riding tack: riders are required to check all tack and understand that tack adjustments while riding are often required. Riders agree to read and abide by all riding rules which can be found in the cabins, at the barn, and the general store.

Food Allergies: While we take the utmost care to observe allergies and dietary needs, the Provider prepares food with gluten, nuts, dairy, and other allergens. Please be aware that cross-contamination may occur. Guests assume these risks by choosing to eat food prepared in the Provider’s kitchen.

VIDEO AND PHOTOGRAPHIC RECORDINGS:

I understand that I or my child may be included in videos or photographs, and hereby give my permission to the Provider to use such images for the promotion of the Provider’s business, including, without limitation, use on a Provider’s website and in a product that is offered for sale by the Provider.

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 outlined in this Agreement.

I HAVE HAD SUFFICIENT TIME TO READ AND UNDERSTAND THIS AGREEMENT IN ITS ENTIRETY, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT, I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I, MY CHILD, MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND/OR REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signed this ___ day of _____ 20___ at _____ PROV _____ Time: _____

Participants (s)

Print Name _____ Signature _____

Print Name _____ Signature _____

Street Address: _____ City: _____ Prov: _____

Phone No: _____ Postal Code: _____ E-mail: _____

Name(s) of Minor Children for whom I am legally responsible and are participating in the Provider’s activities:

Witness

Print Name _____ Signature: _____