

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

(hereinafter referred to as the "Release Agreement")

**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!

SIGNATURE OF PARTICIPANT

Name	First	Last	Date of Birth (dd/mm/yyyy)
Address	Street		
	Email		
	City	Prov./State	Postal/ZipCode

TO: Androka Hospitality & Activities Ltd., doing business as Kelowna Stables at Myra Canyon Ranch and their respective directors, officers, employees, instructors, guides, agents, representatives, independent contractors, subcontractors, suppliers, sponsors, successors and assigns (all of whom are hereinafter collectively referred to as **"the Releasees"**)

DEFINITION

In this Release Agreement the term **"Horseback Riding"** shall include all activities and use of equipment, facilities and services provided or arranged by the Releasees including but not limited to: orientation and instruction sessions; transportation or travel to and from the stable or trail head; grooming horses; mounting and dismounting and tacking up of horses; guided trail rides; and all activities while in the stable or on the trails, roads, or facilities.

SAFETY

I acknowledge that I have been advised to wear an approved horseback riding helmet while riding.

ASSUMPTION OF RISKS

I acknowledge that horseback riding involves the risk of serious injury or death. The risks, dangers and hazards of horseback riding include but are not limited to: failure of the tack and other riding equipment; failure to properly prepare or adjust the tack or other riding equipment, including failure to securely fasten or adjust the cinch, girth strap, bridle or stirrups; the condition of the riding surface that may cause the horse to trip, stumble or fall, including variation or steepness in terrain, slippery surface conditions, holes, exposed rocks, snow, ice, earth and other natural objects; collisions with trees, tree stumps, tree branches, forest deadfall or other objects; encounters with pedestrians, motor vehicles, cyclists or other horses or horseback riders; encounters with domestic or wild animals; behavioural problems in the horse, including the horse being spooked, frightened or startled; riding a horse that is too aggressive or temperamental for my riding ability; being thrown from, kicked, bitten or struck by the horse; failure to ride safely or within my own ability or within designated areas; negligence of other horseback riders; and **NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE CARE TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF HORSEBACK RIDING.**

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH HORSEBACK RIDING AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the RELEASEES agreeing to my participation in Horseback Riding and permitting my use of their services, equipment and other facilities, and for other good and valuable consideration, 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 Horseback Riding, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER *THE OCCUPIERS LIABILITY ACT*, ON THE PART OF THE RELEASEE. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN HORSEBACK RIDING;

1. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any and all liability for any property damage, loss or personal injury to any third party resulting from my participation in Horseback Riding;
2. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
3. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction; and
4. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.

In entering into this Release Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of participating in Horseback Riding, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT 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.

DATE (dd/mm/yyyy)	Print Name of Participant	Signature of Participant
Print Name of Witness	Signature of Witness	Signature of Parent/Guardian if Participant is under age 19