

STORYBOOK ADVENTURES Activity Release Form

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

TO: Storybook Adventures (referred to as "Provider") AND TO: Jana Hemphill & Dennis King. On my behalf, and on behalf of any minor children participating in these activities, for whom I am legally responsible, I agree to the following:

_____ : ASSUMPTION OF RISKS

I am aware and understand that activities involving horses and other animals involve many risks, dangers and hazards. I am also aware that the risks, dangers and hazards exist throughout the stable, practice and other areas. 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 therefrom.

_____ : RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Provider providing me or my child with their 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 the 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, 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 STATUTORY OR OTHER DUTY OF CARE INCLUDING ANY DUTY OF CARE OWNED 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 damage to the property of or personal injury to any third party resulting from my or my child's use of the services;

This agreement shall be governed by and interpreted in accordance with the laws of the province of Prince Edward Island. 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.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT, FROM THIS DAY FORWARD, 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.

Child's name (print) : _____, parent's name (print) _____

X _____ Signed this _____ day of _____, 20 _____.
(a parent or guardian must sign for children under the age of 19)

Witness: _____ Signed this _____ day of _____, 20 _____.

THIS AGREEMENT MUST BE COMPLETED IN FULL, SIGNED, DATED, AND WITNESSED BEFORE ANY ACTIVITY MAY BE UNDERTAKEN