

## WAIVER AND RELEASE OF LIABILITY

**Owner:** The Corporation of the Township of Laird (“Owner”)

**Event:** Open Arena Horse Nights (“Event”)

**Location:** Laird Fairgrounds (“Location”)

### 1. PARTIES AND CONSIDERATION AND INDEMNIFY

- In consideration of being allowed to participate in this Event, the undersigned hereby assume all risk(s).
- I agree to release, indemnify, defend, and hold harmless the Corporation of the Township of Laird the organizers, the Event, their officials, organizers, agents, volunteers, elected officials, Owner employees and their representatives, and the Owners and Occupiers of the Laird Fairgrounds upon which the Event is held (collectively, the "Released Parties") from all responsibility, liability, claims, causes of action, damages, judgments, costs, or expenses, including attorney fees and litigation costs, which may in any way arise from my or my minor child's participation in the event including the negligence of the Owner and/or the Released Parties.
- I agree that I bring all personal property (including horses, tack, equipment, and vehicles) onto the premises entirely at my own risk, and I release the Released Parties from any liability for its loss, theft, or damage. Conversely, I accept full financial responsibility for any damage to the Owner’s Location, facilities, grounds, or property caused directly or indirectly by myself, my minor child, my representatives, or my horse(s).

### 2. ACKNOWLEDGMENT OF INHERENT RISKS AND RELEASE OF LIABILITY

- It is hereby recognized that all equestrian sports involve inherent risk and that no helmet or protective equipment can protect against all foreseeable injury.
- I acknowledge that Equestrian Sport and its events are a high-risk sport and that I am participating at my own risk and in full knowledge of the hazards and potential hazards which are inherent in this sport.
- I further acknowledge the inherent risks in riding and working around horses, which risks include bodily injury and even death to both horse and rider which can result from normal use, competition, events or schooling.
- I recognize that horses are unpredictable by nature and may react suddenly to environmental stimuli, equipment, or other animals, and I assume full responsibility for these unpredictable risks.
- I hereby accept these risks and hold harmless the Corporation of the Township of Laird and the Released Parties.

### 3. RULES, ELIGIBILITY, AND MANDATORY INSURANCE

- I hereby certify that every horse, rider and/or driver is eligible as entered and agree for myself and my representatives to be bound by the Constitution and Rules of Equine Canada at this Event.
- **Mandatory Insurance Requirement:** I acknowledge and agree that I am required to maintain valid and current liability insurance to participate in this Event. I confirm that I hold such coverage in good standing, which is standardly provided through an active membership with Ontario Equestrian (OE) or an equivalent provincial/national equestrian governing body. Upon request, I agree to provide proof of said insurance to the Owner.

**4. EQUINE HEALTH**

- I certify that any horse I bring onto the premises is in good health and free from any infectious, communicable, or contagious diseases. I understand and accept the inherent risks of disease transmission when horses are commingled. I agree to hold Corporation of the Township of Laird and the Released Parties harmless from any claims, losses, or veterinary expenses arising from illness, disease, or death of my horse(s) resulting from my participation in this Event or presence at the Location.

**5. MEDICAL AUTHORIZATION**

- In the Event of an emergency, I authorize the Corporation of the Township of Laird and the Released Parties to secure medical treatment for myself or my minor child, including but not limited to first aid, CPR, and transport to a hospital. I further agree to assume all costs associated with any medical care provided.

**6. MEDIA AND PHOTOGRAPHIC RELEASE**

- I hereby grant the Corporation of the Township of Laird and the Released Parties permission to take, use, reproduce, and publish photographs, video recordings, of me, my minor child, and my horse(s) taken during the Event. I agree that these materials may be used for marketing, promotional, educational, or any other lawful purposes, in any media, without compensation, prior review, or further notice.

**7. SEVERABILITY AND GOVERNING LAW**

- I expressly agree that this waiver is intended to be as broad and inclusive as permitted by the laws of the jurisdiction in which the Event occurs. If any portion of this agreement is held invalid, it is agreed that the balance shall continue in full legal force and effect. The laws of the Province of Ontario shall govern this Release, and the adjudication and/or resolution of any disputes shall be dealt with by the Courts in the Province of Ontario.

**8. BINDING EFFECT**

- I hereby declare that in making this entry that I have read and fully understand and agree to the terms and conditions stated herein and that it is binding upon my executors, successors, heirs and assigns.

**SIGNATURES**

- **Name of Participant:** \_\_\_\_\_
- **Ontario Equestrian (or equivalent) Membership #:** \_\_\_\_\_
- **Signature of Participant:** \_\_\_\_\_
- **Date:** \_\_\_\_\_

**(If the member is under 18 years of age, the Parent/Guardian must also sign below)**

I acknowledge as Parent/Guardian of \_\_\_\_\_ (print child name), that I have read and fully understand and agree to the terms and conditions stated herein on behalf of \_\_\_\_\_ (print parent/guardian name) and myself.

- **Parent/Guardian:** \_\_\_\_\_
- **Date:** \_\_\_\_\_