

AGREEMENT FOR RELEASE AND WAIVER OF LIABILITY

(Please read carefully as this document will affect your legal rights)

BETWEEN:

SOUTH ALGONQUIN TRAILS INC.
(hereinafter referred to as "SATI")

-and-

**EMPLOYEES, OFFICERS, DIRECTORS, and SUBCONTRACTORS of SATI,
and LAND OWNERS, LAND HOLDERS or OTHER PERSONS MAKING
THEIR PROPERTY AVAILABLE to SATI, and
OTHER GUESTS and CLIENTS**
(hereinafter referred to as "OTHERS")

-and-

(hereinafter referred to as "CLIENT")
(please print in full legal name)

RECITALS:

WHEREAS the parties to the Agreement wish to allow the CLIENT to participate in activities of SATI;

AND WHEREAS the CLIENT fully understands that the activities provided by SATI, particularly when working with or around horses, is very dangerous;

AND WHEREAS the CLIENT accepts and assumes all risks of injury, including death and disability, and damage to property, theirs or others, however caused whether through negligence or otherwise of SATI or OTHERS;

AND WHEREAS the CLIENT understands that the OTHERS will have privity of contract and will be able to use this Agreement as a defence, and the CLIENT further understands that SATI is a corporation and no representations have or will be made on behalf of any person;

NOW THEREFORE in contemplation of the valuable consideration exchanged, which is hereby acknowledged, the parties hereby covenant and agree as follows:

1. The CLIENT accepts complete responsibility for all injuries or damages to their person or property, no matter how caused (including negligence), in relation to participation in SATI activities. The CLIENT further agrees that it will not initiate legal action against SATI or OTHERS for any such injury or damage. The CLIENT further agrees that if it pursues legal action, it will be required and/or consents to provide security for costs in the greater amount of \$5,000.00 or 20% of the amounts claimed on the face of the legal action. The CLIENT further agrees that it will pay ALL legal costs and other costs related to defending the case, including the time of

Please Initial: _____

the individuals described under SATI or OTHERS, no matter how incurred, if SATI or OTHERS would be entitled to any costs as awarded by a judge or other adjudicator, or by the agreement of the parties.

2. The **CLIENT** further **accepts** identical **responsibility** for all the obligations and rights in this agreement for the **following minors** (and confirms that it has the authority to do so):

_____.

3. The CLIENT further acknowledges that it has had a certified riding helmet of appropriate size made available to it and the minors referred to in paragraph 2, and it is declining its right to wear the helmet despite being advised of how dangerous horseback riding can be and it similarly assumes all risks, rights and liabilities in this Agreement, including costs and security for costs. Please initial: _____

4. This Agreement must be construed as if the parties were joint authors. Neither party may attempt to use the principle of *contra preferendum* against the other.

5. SATI and CLIENT both acknowledge that they each:

- i. Have read the agreement in its entirety and have full knowledge of the contents;
- ii. Understand their respective rights and obligations under this agreement, the nature of the agreement and the consequences of this agreement;
- iii. Has been advised to seek independent legal advice before signing the Agreement and has sought such advice and/or waives any right based on not having independent legal advice;
- iv. Acknowledges that the terms of this agreement are fair and reasonable;
- v. Acknowledge that this Agreement will be construed and interpreted in accordance with the provincial laws of Ontario and the federal laws of Canada, and any dispute or action arising from the Agreement shall be governed by the laws of Ontario and/or Canada and pursued in its courts;
- vi. Are entering into this agreement without any undue influence, fraud or coercion whatsoever; and,
- vii. Are signing this agreement voluntarily, are 18yrs of age or older and with consideration and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the undersigned(s).

sign

Print Name

Email Address

Dated

per: _____
SOUTH ALGONQUIN TRAILS INC.
I have the authority to bind the corporation

Dated _____