AGRICULTURAL BARN AND OUTDOOR RIDING AREAS - USER WAIVER

Waiver In Effect: November 1st to October 31st

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

1. PARTICIPANT INFORMATION

Participant's First and Last Neme	***Name of Parent or Guardian of Participant is under 18 years***
Phone Number:	**Phone Number:**
Email Address:	**Email Address:**
Date of Birth (M,D,Y):	
Emergency Contact Name:	
Emergency Contact Phone:	

2. ARENA RULES

All participants are expected to follow the following rules while using the arena:

1. **Clean up all manure** both inside the arena and outside around trailers.
2. **No vehicles or trailers** are permitted in the arena unless approved by the Arena Committee.
3. **No smoking** is permitted in the arena or within 5 metres of an entrance.
4. **No feeding horses** in the arena.
5. **Respect other riders.** Please use common arena etiquette regarding direction, space, speed, and consideration of others.
6. **Arena equipment:** The use of equipment such as jumps, barrels, poles, etc. must be agreed upon by **all users present** during open riding. All equipment must be put away after use.
7. **Open riding is for public riding only.** Events, clinics, lessons, or organized group activities are not permitted during open riding. Please book a private rental slot for these activities.
8. **Keep building entrances accessible** at all times for emergency vehicles.
9. **Animal welfare:** Any abuse and/or excessive force toward animals is strictly prohibited.
10. **Respect for others:** Abuse, harassment, or mistreatment of board members, volunteers, or other participants will not be tolerated.
11. **Wheelbarrows:** Please empty the wheelbarrow after your ride.

Acknowledgement of Arena Rules

☐ **Yes, I have read and accept the Arena Rules listed above.**

3. RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY

WARNING: By signing this document, you will give up certain legal rights, including the right to sue, claim damages, or seek compensation.

I, the undersigned Participant, or the parent and/or guardian of the Participant, acknowledge that participation in the use of the agricultural barn, outdoor rodeo grounds, and related facilities involves inherent risks, dangers and hazards, including the possibility of serious or life-threatening injury, death, property loss or damage, and other losses or expenses.

These risks include, but are not limited to:

- The use of equipment, materials, or facilities related to the EVENT;
- The actions or negligence of the Participant or other participants in the EVENT;
- The actions or negligence of the Barrhead Agricultural Society or its directors, officers, employees, volunteers, agents, invitees, or representatives of any kind (collectively referred to as the **"Organization"**);
- The actions or negligence of other individuals involved in or attending the EVENT; and
- Additional risks arising from the EVENT and related activities.

I, the undersigned Participant, freely accept and assume all such risks, dangers, and hazards and the possibility of injury, death, property loss, or expense resulting to the Participant or myself/ourselves.

I further agree as follows:

1. Waiver of Claims
To waive any and all claims of every nature and kind, at law or in equity or under any statute, that I have or may have in the future against the Organization.

2. Release of Liability
To release the Organization from any and all liability for injury, death, property damage, property loss, or any other loss or expense that I may suffer, or that my next of kin or legal representative may suffer, as a result of participation in or use of the EVENT, due to any cause whatsoever, including negligence on the part of the Organization.

3. Indemnification
To hold harmless and indemnify the Organization from any and all liability for injury, death, property damage, property loss, or any other loss or expense to any party, including the Participant and/or parent(s) and/or guardian of the Participant, arising from participation in or use of the EVENT.
This includes any financial loss or expense, including, without restriction, legal expenses and costs on a solicitor-and-his-own-client full indemnity basis, incurred in defending against such claims or enforcing the terms contained within this document.

4. Binding Agreement
That this agreement will be effective and binding upon the Participant and/or the parent and/or guardian of the Participant, and their heirs, next of kin, executors, administrators, and assigns.

4. ACKNOWLEDGEMENT AND CONSENT

I, the undersigned Participant or the parent and/or guardian of the Participant, hereby acknowledge that:

- I have read the foregoing agreement;
- I have had the opportunity to ask questions and obtain clarification before signing;
- I have explained the meaning of this agreement to the Participant, where applicable;
- I understand the content, import, and meaning of this agreement; and
- I voluntarily agree, approve, and consent to the terms contained above.

Acceptance

☐ **Yes, I have read and accept the terms of this Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement.**

5. FEES

☐ Yearly – Adult: $315 per individual
☐. Yearly – Youth (8–18): $157.50 per individual
☐ Monthly – Adult: $105 per individual
☐. Monthly – Youth (8–18): $52.50 per individual
☐. Daily drop-in: $20 per horse/ride, all ages

Payable by e-transfer to bhdagsociety@gmail.com, cheque or cash

6. SIGNATURES

Participant Name	***Parent or Guardian if Participant is under 18:***
Signature of Participant :	***Signature of Parent or Guardian***
Date:	**Date:**

CONTACT INFORMATION
Barrhead Agricultural Society
General Inquiries:
Email: **bhdagsociety@gmail.com**
Bookings & Inquiries:
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