

RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT

TO: **DOROTHY McCORMICK** operating as **BELGIAN HAVEN** (the “Farm”)

In consideration of being permitted to access the Farm premises, located at 513 and 515 Halter Road, Lindsay Ontario K9V 4R4 (the “Premises”), and to participate in activities conducted on or about the Premises, which may include guided horseback trail rides, sleigh rides, overnight camping, horse care, and/or other interactions with horses and related equipment (collectively, the “Activities”), I agree on behalf of myself and each member of my party, as identified below (my “Party”), including any child(ren) and/or minor(s) for whom I am the parent and/or legal guardian (collectively, the “Minors”), as follows:

1. I understand and acknowledge that participation in the Activities involves **inherent risks, dangers and hazards, including specific dangers inherent to working with and/or handling horses and being outdoors**, and that participation in the Activities by me, my Party, and/or any Minors **may result in serious and/or permanent disability or death**. I acknowledge that these risks include, but are not limited to: falling from a horse, being dragged by a horse, being kicked or crushed by a horse, impact or collision with a horse or object, unpredictable behaviour by a horse or horses, improper operation or function of sleigh or other equipment, irregular terrain, weather conditions (including snow, ice, rain, wind, lightning and extreme temperatures) and other natural hazards, such as insects and other animals.
2. I expressly and voluntarily **assume all risks arising from participation in the Activities by me, my Party, and/or any Minors**. I, my Party and/or any Minors participating in the Activities do not have any **medical, physical or psychological conditions** that would prevent full and safe participation in the Activities, or have a **health care professional’s permission** to participate in the Activities.
3. I hereby **release and forever discharge the Farm** and each of its predecessors, affiliates, subsidiaries, parents, owners, members, managers, directors, officers, independent contractors, employees, volunteers, service providers, representatives (both legal and otherwise), trustees, insurers, agents, permitted assigns and successors from any and all **liability, claims, causes of action, damages, costs, and expenses** (collectively, the “Claims”) including, but not limited to, personal injury, property damage or wrongful death arising out of participation in the Activities by me, my Party and/or any Minors, whether based in **negligence, contract, strict liability or other grounds or bases**, whether such claims are known or unknown to me and/or my Party at the time I sign this waiver, and **whether caused in whole or in part by the negligent acts or omissions of the Farm, including** the gross negligence or willful misconduct of the Farm or any of its representatives. I agree to waive my right and the right of each Party member, including any Minors, to bring any and all such Claims, **including any right to sue the Farm** and to **defend, indemnify and hold harmless the Farm** from and against any Claims **arising out of or relating to my and/or my Party’s participation in the Activities**, including the gross negligence or willful misconduct of the Farm and/or their representatives. This waiver and release shall be governed in accordance with the laws of Ontario, except its conflict of laws provisions, and any dispute in relation hereto will be subject to the exclusive jurisdiction and venue of the Superior Court of Ontario.

4. I acknowledge that this document is **legally binding** and agree that if any lawsuit is filed, by myself or any member of my Party, including any Minors, against the Farm for any injury or damage occurring on or about the Premises and/or while participating in the Activities, **I will pay all legal fees and costs** incurred by the Farm in defending such an action.

I HAVE READ THIS DOCUMENT. I UNDERSTAND IT IS A PROMISE NOT TO SUE AND TO RELEASE THE FARM, ITS OWNER, EMPLOYEES AND AGENTS, FOR ANY POTENTIAL CLAIMS BY ME OR ANY MEMBER OF MY PARTY, INCLUDING ANY MINORS.

I CERTIFY THAT I AM OF LEGAL AGE AND HAVE THE RIGHT TO CONTRACT IN MY OWN NAME AND ON BEHALF OF EACH MEMBER OF MY PARTY AND EACH MINOR (IF ANY), AND HAVE READ, UNDERSTAND AND AGREE TO THE TERMS OF THE ABOVE RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT. I ACKNOWLEDGE THAT I HAVE VOLUNTARILY SIGNED THIS DOCUMENT AND THAT MY SIGNING CONSTITUTES A RELEASE OF VALUABLE RIGHTS, AND THAT I HAVE THE RIGHT TO RECEIVE A COPY OF THIS FORM.

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| Date: | _____ | Name(s) of Party members: | _____ |
| Signature: | _____ | | _____ |
| Name (print) | _____ | | _____ |
| Address: | _____ | Name(s) of Minor(s): | _____ |
| Email: | _____ | | _____ |
| Telephone: | _____ | | _____ |

Belgian Haven Welcomes You... now let's have some fun!