## WAIVER, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT PLEASE READ CAREFULLY WARNING: BY SIGNING THIS AGREEMENT, YOU GIVE UP THE RIGHT TO SUE FOR ANY INJURY OR DAMAGE HOWSOEVER CAUSED

To: <u>Canadian Cowboy Challenge</u> (hereinafter referred to collectively as "The Company" and employees, representatives, officers and agents (hereinafter referred to collectively as "The Company Employee's").

I hereby sign this agreement on behalf of personal representatives, my heirs, assigns and myself. *\*note\** You MUST initial each item on the line provided.

- 1. \_\_\_\_\_ I agree as a precondition of my Guided Trail Ride, Clinic, and/or Challenge and all related activities organized by "The Company" and conducted by "The Company" allowing me to do so, to be strictly bound by the terms of this Waiver, Assumption of Risk and Indemnity Agreement (hereinafter referred to as "This agreement").
- 2. \_\_\_\_\_ I acknowledge that Guided Trail Rides, Clinics, and Challenges and all related activities involve INHERENT RISKS that may cause serious injury and possibly death to participants. I further recognize that this Guided Trail Ride, Clinic, and/or Challenge and related activities, involve ADDITIONAL RISK AND DANGERS.
- 3. \_\_\_\_\_ I fully understand the risks and dangers associated with my participation in Guided Trail Rides, Clinics and/or Challenges and all related activities and ACCEPT SAME ENTIRELY AT MY OWN RISK.
- 4. \_\_\_\_\_ I hereby WAIVE ANY AND ALL CLAIMS which I may have against "The Company" and "The Company Employee's" and RELEASE "The Company" AND EMPLOYEES from ALL LIABILITY for injury, death, property damage or any other loss sustained by me as a result of my participation in Guided Trail Rides, Clinics, Challenges and all related activities, DUE TO ANY CAUSE WHATSOEVER including, without limitation, negligence on the part of "The Company" or "The Company Employees" for any and all legal fees (on a solicitor and his own client bases) or costs which may be incurred in defending any lawsuit or claim I may bring against them.
- 5. \_\_\_\_\_ I appreciate that This Agreement applies whether "The Company" is at fault or not and it limits the liability of "The Company Employees" to the same extent as it limits the liability of "The Company" even thought "The Company Employees" are not formal parties to This Agreement. I understand that "The Company", in securing execution of This Agreement by myself, is acting, it is acting as agent or trustee on behalf of or for the benefit of "The Company" Employees, who shall to this extent be or deemed to be parties to This Agreement.

I HAVE READ AND UNDERSTAND THIS AGREEMENT. I UNDERSTAND THAT THIS DOCUMENT CONTAINS A PROMISE NOT TO SUE "THE COMPANY" OR "THE COMPANY" EMPLOYEES AND A RELEASE AND INDEMNITY FOR ALL CLAIMS.

WITNESS

SIGNATURE OF PARTICIPANT/PARENT/ GUARDIAN

Name and Address of Witness

**Print Name of Participant**