

# Kickin' Cactus

---

## AGREEMENT FOR ACCEPTANCE OF RISK AND WAIVER OF LIABILITY – ADULTS

I request permission to utilize the facilities owned, rented or leased by Katrina Berry, Cody Ridsdale & Casey Chudak. I request permission to participate in horseback riding and other equestrian related activities organized and operated by Katrina Berry, Cody Ridsdale & Casey Chudak.

For consideration received, and in return for the use, today and on all future dates of the property facilities and services of Manager, Owner, Owner's heirs, assigns and representatives, agree to the following:

**Inherent Risks and Assumption of Risk:** The undersigned acknowledges there are inherent risks associated with equine activities such as described below, and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as running, bucking, biting, kicking, shying, stumbling, rearing, falling, or stepping on, that may result in an injury, harm or death to persons on or around them/ the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability.

Owner/Rider acknowledges that horses, by their very nature are unpredictable and subject to animal whim. Owner/Rider assumes all risks in connection therewith, and expressly waives any claims for any injury or loss arising therefrom. Owner/Rider agrees to abide by and follow Manager's rules and regulations which, shall be posted and/or available from time to time. Owner/Rider further acknowledges that the behavior of any animal is contingent to some extent upon the ability of the Owner/Rider. Owner/Rider assumes all risks therefore and warrants a full and fair disclosure of Owner/Rider's abilities has been made to Stable.

Owner/Rider expressly releases all parties named above from any and all claims for personal injury or property damage, even if caused by negligence (if allowed by the laws of this province) by properties and/or its representatives, agents or employees.

I wish to utilize the facilities and/or participate in activities, at or by Katrina Berry, Cody Ridsdale & Casey Chudak, knowing that they are dangerous

I accept and assume all risks of injury (including death) to me or my property.

In exchange for being permitted to utilize facilities or participate in activities, at or by, Katrina Berry, Cody Ridsdale & Casey Chudak for myself, my heirs, guardians, and legal representatives, I release and agree not to make or bring any claim of any kind against, Katrina Berry, Cody Ridsdale & Casey Chudak or officials, servants, employees, representatives, officers and directors for any

injury (including death), to me or any damage to my property, arising out of my participation in these dangerous horseback riding or related activities.

It is highly recommended that all horse back riders wear protective headgear in the form of a high impact helmet, and footwear appropriate for riding is required by all riders.

**THE 2019 NOVEL CORONAVIRUS (COVID-19) ACKNOWLEDGEMENT AND ASSUMPTION OF RISK**

I am currently not experiencing COVID 19 symptoms nor have I had COVID-19 symptoms in the last 14 days.

I have not travelled outside of Canada or in an area under a travel health advisory in the last 14 days.

I have not provided care or had close contact with any person with COVID-19 or with any person reasonably suspected of having COVID-19 or with any person who travelled outside of Canada in the last 14 days or with any person who travelled in an area under a travel health advisory in the last 14 days.

I represent and warrant to the Releasees that I have not been advised by the Government of Alberta or Alberta Health Services or my doctor or the Alberta Ministry of Health website to self-isolate due to possible exposure to COVID-19.

I am fully aware of the risks and hazards with respect to COVID-19 inherent in my attendance at the Premises and participation in the activities.

I freely and voluntarily agree to assume the risk with respect to COVID-19, including the risk of death, bodily injury or property damage, regardless of severity, that I (or my child/ward) may sustain as a result of my participation in the activities on Katrina Berry's property . or attendance at the Premises, howsoever arising, including, but not limited to, the active or passive negligence of the Releasees.

DATED: \_\_\_\_\_

NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_  
Participant

NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_  
Witness