

SARI THERAPEUTIC RIDING - INFORMED WAIVER AND CONSENT

THIS FORM MUST BE READ AND SIGNED BY EVERY PARTICIPANT, VOLUNTEER AND/OR PARENT/ GUARDIAN WHO WISHES TO PARTICIPATE (OR HAVE THEIR DEPENDENT PARTICIPATE) IN A PROGRAM OR EQUESTRIAN EVENT OF SARI THERAPEUTIC RIDING.

PROGRAM PARTICIPANT VOLUNTEER EVENT PARTICIPANT OTHER

ELEMENTS OF RISK

Horseback riding and other activities involving being in close proximity to horses or horse facilities involve an element of risk. Injuries may occur while participating in activities while riding, handling or being in close proximity to a horse. The following list includes, but is not intended to be exhaustive, examples of the types of injury which may result from participating at SARI Therapeutic Riding:

Fall from horse Bite from horse Kick from horse Stepped on by horse

The risk of sustaining these or other types of injuries result from the nature of the activity and can occur without any fault of the participant, volunteer, fee paying participant, SARI Therapeutic Riding, its employees/agents, or the facility where the activity is taking place. By choosing to take part in this activity, you are accepting the risk that you or your dependent may be injured.

The risk of an injury occurring can be reduced, but not eliminated, by carefully following instructions at all times while engaged in the activity or while in proximity to horses or horse facilities.

If you choose to participate or choose to have your dependent participate, you acknowledge and agree that you bear the responsibility for any injury that may occur. SARI Therapeutic Riding does not provide accidental death, disability, dismemberment or medical expense insurance on behalf of the participants or volunteers participating in their programs.

In addition, you acknowledge and accept that there are risks to your horse (or your dependent's horse) and of liability to third parties or property resulting from the conduct and behaviour of that horse. You acknowledge and agree that you shall be solely responsible for all damage or injury to third parties or property that may result from the actions of you, your dependent and such horse.

In addition to the foregoing, you acknowledge and accept that there may be risks to you and your dependent, and even your horse, of contracting an infectious disease, including but not limited to COVID-19, while being in proximity to other people, horses or horse facilities, even where reasonable care is used.

In exchange for myself, my dependent, or my (or my dependant's) horse being permitted to participate in these SARI activities, I hereby agree:

- (i) that I acknowledge, accept and assume all risks and responsibilities as set out above for myself, my dependent, and such horse;**
- (ii) that I release, discharge and agree not to make any claims of any kind against SARI Therapeutic Riding, its officers, directors, members, employees, volunteers, guests and any land owners, land holders or other persons making property available to SARI Therapeutic Riding, their respective successors and assigns (collectively, the "Released Parties") for any injury, including death, to myself or to my dependent or such horse arising out of or in relation to my or my dependent's or horse's participation in SARI horseback riding or related activities, and any illness or infectious disease, including COVID-19, contracted by myself or my dependent or horse, and any injury or damage to my or my dependent's horse or property, and for any liability arising as a result of claims for injuries or damages or illness sustained by third parties, and injury or damage to the property of third parties, as a result of the actions of myself, my dependent or my or my dependent's horse, (collectively, the "Released Claims"), whether or not such Released Claims arose as a result of the negligence of any of the Released Parties; and**

(iii) that I shall indemnify and save harmless the Released Parties, and each of them, from and against any and all claims, demands and/or liabilities arising out of or in relation to my participation or the participation of my dependent or horse in these activities, including without limitation all of the Released Claims, and including without limitation all legal costs incurred by any of them in connection with such claims.

ACKNOWLEDGEMENT

BY SIGNING BELOW, I HEREBY DECLARE THAT I AM OF LEGAL AGE AND I HAVE READ AND FULLY UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS STATED HEREIN AND THAT IT IS BINDING ON ME, MY EXECUTORS, HEIRS AND ASSIGNS. IF I AM SIGNING AS PARENT/GUARDIAN, I HEREBY DECLARE THAT I HAVE THE LEGAL AUTHORITY TO DO SO. I UNDERSTAND THAT IN PARTICIPATING (OR PERMITTING MY DEDPENDANT TO PARTICIPATE) IN A SARI EQUESTRIAN PROGRAM OR EVENT, I AM ASSUMING ALL RISKS AND RESPONSIBILITIES AS SET OUT ABOVE ASSOCIATED WITH DOING SO.

Print Name of Volunteer/Participant: _____ Date: _____ Age (if under 18): ____

Print Name of Parent/Guardian: _____ Date: _____

Signature of Volunteer/Participant: _____ Date: _____

Signature of Parent/Guardian: _____ Date: _____

PERMISSION

I give (name of participant or volunteer) _____ permission to participate in the SARI Therapeutic Riding Program or equestrian event.

Signature of Parent/Guardian: _____ Date: _____