



Horses of the Sun



Acknowledgement of Risk Release of Liability

SECTION I: PERSONAL INFORMATION (of Participant)

Name:(Adult; Parent/Guardian) _____

Name:(Student under the age of eighteen[18] years) _____

Address: _____ City: _____ Province: _____ Postal Code: _____

Phone: _____ (Cell preferred) E-mail: _____

(Your e-mail address will not be given out. It will only be used to inform you of activities and special events related to Horses of the Sun)

Emergency Contact Name & Phone: _____

SECTION II: INHERENT RISKS EQUINE ACTIVITIES



As with every sport or physical activity, there is an inherent risk while present at an equestrian facility, and when interacting with animals, engaging in physical activities, nature, and with other participants. **Accidents and severe injuries, including lethal injuries, can occur.**



The only person who never falls off a horse is the one who never gets on!

A horse is a living animal, and its reactions are, therefore, at times unpredictable. Depending on the program, activities, and situations, students will be interacting with horses and other farm animals. Horses and other farm animals have the propensity to behave in ways that may result in serious injury, harm, or death. They can have



unpredictable reactions to such things as sounds, sudden movement and unfamiliar objects, persons or other animals and they are susceptible to certain hazards such as surface or sub-surface conditions, collisions with other horses, animals, or objects. Propensities include kicking, biting, stamping, stumbling, rearing, bucking and other such reactions. Tack equipment can fail which can result in falling and/or loss of control. Furthermore, activities can have the potential of a participant to act in a negligent manner that may contribute to serious injury,

harm, or death to the participant or others such as failing to maintain control over the horse or not acting within the participant's ability.

Please initial:

EQUINE ACTIVITIES ARE INHERENTLY DANGEROUS AND YOU ASSUME THE RISK FOR SERIOUS INJURY, HARM, OR DEATH.

ARCHERY



Archery, its philosophies, and equipment are based in the history of weaponry for hunting and warfare. At Horses of the Sun, we teach it for the philosophy of balanced mind, body, and spirit, without the element of hunting or killing. However, bows and arrows can be lethal tools, and therefore, all participants must adhere to all safety rules and be aware of themselves, their safety, and their environment. Horses of the Sun, management, and its instructors reserve the right to expel any student at their discretion.



Any archery activity involves risk of serious bodily injury which may be caused by a person's own actions, or inactions, those of others participating in the event, the conditions in which the event takes place, equipment failure (e.g., bows can shatter, arrows can break, and pieces can fly uncontrollable in any direction), or the negligence of Horses of the Sun; and that there may be other risks either not known or not readily foreseeable at this

time. Any participant (or their legal guardian) fully accepts and assumes all such risks and all responsibility for losses, costs, and damages they incur because of their own participation in the activity.

Please initial:

OTHER RISKS

In addition to the risks set out above, there may be other risks associated with these Activities. The risks include but are not limited to those caused by terrain, facilities, temperature, weather, lack of hydration or nutrition, condition of participants, equipment, vehicular traffic, and actions of others, including but not limited to organizers and participants. There is also a risk of communicable disease (including, but not limited to Covid-19) and insufficient sanitation and/or disinfection on surfaces.





Farms and equestrian facilities contain many visible and hidden risks connected to the activities, animals, machinery, and surroundings. Please adhere to all safety rules and be aware of yourself, your safety, and your environment.

Please
initial:

Caution, these activities may be addictive and entail having fun.



MEDICAL CONDITION

I understand that it is my obligation to consult with my physician prior to participating in any of the above Activities to ensure that I have no medical condition that would affect my ability to do so and I do not rely on the organizers for advice in that regard. I am not aware of any medical condition that would affect my ability to participate in the above Activities. I also understand that I am free to withdraw from or reduce my participation in the Activities and programs offered by HORSES OF THE SUN at any time.

Please
initial:

Severe Allergies, Medications, additional medical information the Instructors should know about: (e.g., severe nut allergy, bee/wasp venom sensitivity, etc.)

SECTION III: CONSENT

1. In consideration of participating the “Activities”, I agree and acknowledge that I am fully aware that participation in the Activities involves risks and I knowingly, willingly, and voluntarily assume and accept all the risks of participating, even if the risks are created by the carelessness, negligence or gross negligence of a Released Party (as defined below) or anyone else.

Please
initial:

2. “Claims” includes but is not limited to any and all liabilities, claims, demands, legal actions, rights of actions for damages, personal injury or death in connection with participation in the Activity. “Activity” includes, but is not limited to, classes, events, and competitions organize and/or operated by Released Party. “Released Party” means HORSES OF THE SUN or any of their respective representatives, directors, officers, agents, employees or volunteer staff.



3. I agree and acknowledge that:

- a) I [or student for whom I am parent/legal guardian, is] am in proper physical condition to participate in the Activities, and am aware that participation could, in some circumstances, result in physical injury, serious physical injury, or death.
- b) I understand my [or my child’s] physical limitations and am sufficiently self-aware to stop physical activity before I [or s/he] become ill or injured.

Please
initial:

4. I hereby, for myself and for my heirs, next of kin, executors, administrators and assigns, fully release, waive and forever discharge any and all rights or Claims I may have, now or in the future, against any Released Party, even if the Claims are based on the carelessness, negligence or gross negligence of a Released Party or anyone else. Without limiting the foregoing, I further release any recourses which I may now or hereafter have resulting from any decision of any Released Party.



Please
initial:

5. I agree not to sue any Released Party for Claims, even if the Claims arise from the carelessness, negligence or gross negligence of any Released Party or anyone else. I agree to indemnify (reimburse for any loss) and hold harmless each Released Party from any loss or liability (including any reasonable legal fees they may incur) defending any Claim made by me or anyone making a Claim on my behalf, even if the Claim is alleged to or did result from the carelessness or negligence of any Released Party or anyone else.

Please
initial:



6. I am aware that there is no obligation for any person to provide me [or my child] with medical care during the Activities. I understand and acknowledge that:

- a) there may be no aid stations available for the Activities;
- b) if medical care is rendered to me, I consent to that care if I am unable to give my consent for any reason at the time the care is rendered.
- c) Voltige, Riding, and Archery are athletic sports, involving physical training and exercises, horses, and other students. Accidents or illness may occur and immediate surgical or medical attention may be required. This is my permission for the official in charge to provide emergency attention for my child in the event of an emergency without the necessity of my prior approval. I understand that if an emergency should occur, a responsible adult will assure that the child receives proper emergency attention and that arrangements are



made for his/her return home. I understand that I will be notified by the quickest possible means if this authority is exercised.

Please initial:

7. I am aware that it is advisable to consult a physician prior to participating in the Activities. If I have consulted a physician, I have taken the physician's advice.

Please initial:

8. No warranties or representations have been made to me about the Activities which are not stated on this form. I understand and intend that this document act as the broadest and most inclusive assumption of risk, waiver, release of liability, agreement not to sue and indemnity.

Please initial:

9. If any provision of this agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

Please initial:



10. **I have fully read and understand this agreement.** I am aware that by signing this agreement, I am waiving certain legal rights I or my heirs, next of kin, executors, administrators and assigns may have against the Released Party.

Please initial:

Summary:



I understand that:

- **There is an inherent serious risk when performing Equestrian, Archery, and/or Therapy Activities;**
- **Accidents and severe injuries, including lethal injuries, can occur;**
- **A horse or an alpaca is a living animal, and its reactions are, therefore, at times unpredictable;**
- **Equestrian, Archery, and/or Therapy Activities involve interactions with other people and animals;**
- **An equestrian facility and/or archery range contains many visible and hidden risks connected to the activities, animals, machinery, and surroundings.**

BY SIGNING BELOW, Participant declares of having read and understood the information given above, and fully understands the inherent serious risks, and knowingly, willingly, and voluntarily assumes, accepts, and agrees to the terms and provisions contained in this agreement.

Signature (of participant having attained the age of eighteen (18) years)

Date



Congratulations, you are done



Parental / Guardian Consent & Assumption of Risk:

I (the Parent / Guardian)

in consideration of the acceptance of this student for the program declare that I fully understand the inherent serious risk involved in participating in this program, and that I knowingly, willingly, and voluntarily assume this aforementioned risk.

I believe that (student's name being under the age of eighteen [18] years)

_____ is fit to take part in this program.

(Signature of Parent or Guardian)

Date: