

TIMBER RIVER RANCH ACKNOWLEDGMENT OF RISK AND RELEASE OF LIABILITY
For participants **Under the Age of Majority** in the Province or Territory in which the Equine
Activities are Provided by the Host **WARNING: THIS AGREEMENT WILL AFFECT YOUR
LEGAL RIGHTS. READ IT CAREFULLY!**

The Parent/Guardian Must Read and Understand this Waiver Prior to Infant Participating in
Equine Activities

The following waiver of all claims, release from all liability, assumption of all risks, agreement not to sue and other terms of this agreement are entered into by me on behalf of the Infant Participant named below with and for the benefit of: Timber River Ranch Ltd. / 2294816 Alberta Ltd., its directors, officers, employees, volunteers, business operators, agents and site property owners or lessees (collectively the "Host"). Without limiting the generality of the foregoing, "Equine Activities" includes but is not limited to trail rides, pack trips and riding instructions provided by the "Host" to the Infant Participant.
Initial Each Item below after Reading and Understanding each item:

___ 1. "Host" strongly recommends the use of helmets and "Participant" assumes full responsibility for proper helmet use.

___ 2. I am the Parent/Guardian of the Infant Participant and am executing this waiver on behalf of the Infant Participant in my capacity as Parent/Guardian and with the intent that this waiver be binding on myself and the Infant Participant for all legal purposes.

___ 3. I am aware that there are inherent dangers, hazards and risks ("Risks") associated with "Equine Activities" and injuries resulting from these "Risks" are a common occurrence. I am aware that the "Risks" of "Equine Activities" mean those dangerous conditions which are an integral part of "Equine Activities", including but not limited to:

1. a) the propensity of any equine to behave in ways that may result in injury, harm or death to persons on or around them and to potentially collide with, bite or kick other animals, people or objects;
2. b) the unpredictability of and equine's reaction to such things as sounds, sudden movement, tremors, vibrations, unfamiliar objects, persons or other animals and hazard such as subsurface objects; and
3. c) the potential for other participants to behave in a negligent manner that may contribute to injury to themselves or others, including failing to act within their abilities to maintain control over an equine.

___ 4. I freely accept and fully assume all responsibility for all "Risks" and possibilities of personal injury, death, property damage or loss resulting from the Infant Participant's participation in "Equine Activities".

___ 5. I agree that although the "Host" has taken steps to reduce the "Risks" and increase the safety of the "Equine Activities", it is not possible for the "Host" to make the "Equine Activities" completely safe. I accept these "Risks" and agree to the terms of this waiver on behalf of the Infant Participant, even if the "Host" is found to be negligent or in breach of any duty of care or any obligation to myself or the Infant Participant in the Infant's participation in "Equine Activities".

___6. In addition to consideration given to the “Host” for the Infant Participant’s participation in “Equine Activities”, I and my heirs, next of kin, executors, administrators and assigns (collectively my “Legal Representatives”) agree:

1. a) To waive all claims that the Infant Participant has or may have in the future against the “Host”;
2. b) To release and forever discharge the “Host” from all liability for any personal injury, death, property damage, or loss that I, the Infant

Participant, or our “Legal Representatives” might suffer as a result of the Infant Participant’s participation in “Equine Activities” due to any cause, including but not limited to negligence (failure to use such care as a reasonably prudent and careful person would use under similar circumstances), breach of any duty imposed by law, breach of contract or mistake or error in judgement of the “Host”;

3. c) To be liable for and to hold harmless and indemnify the “Host” from all actions, proceedings, claims, damages, costs demands, including court costs and costs on a solicitor and own client basis, and liabilities of whatsoever nature or kind arising out of or in any way connected with the Infant’s participation in “Equine Activities”.

___7. I agree that this waiver and all terms contained herein are governed exclusively and in all respects by the laws of the Province or Territory of Canada in which the “Equine Activities” are provided by the “Host”. I hereby irrevocably submit to the exclusive jurisdiction of the courts of that Province or Territory of Canada and I agree that no other court can exercise jurisdiction over the terms and claims referred to herein. Any litigation to enforce this waiver will be instituted in the Province or Territory of Canada in which the “Equine Activities” are provided by the “Host”.

___8. I confirm that I have had sufficient time to read and understand this waiver in its entirety. I understand that this agreement represents the entire agreement between the “Host”, myself as Parent/Guardian and the Infant Participant, and it is binding on myself, the Infant Participant and our “Legal Representatives”.

Please Print Clearly

Infant Participant’s Name: _____ Date of Birth: _____

Address: _____ City: _____

Prov: _____ Postal: _____ Parent/Guardian’s Name: _____ Date of Birth: _____

Address: _____ City: _____

Prov: _____ Postal: _____

(Signature of Parent/Guardian of Infant Participant)

(Print name of “Host” Witness to Signing and Initialing)

Version 1 – December 11th, 2024

Signed this _____ day of _____, 20_____

_____ (Signature of “Host Witness”)