

Ausable River Riders Club Waiver

Acknowledgement, Waiver, Release of Liability and Indemnity

(You are waiving certain Legal Rights, including the right to sue.)

IN CONSIDERATION of and as part payment for the right to enter and/or exit the property owned or occupied by the Ausable Bayfield Conservation Authority for the purpose of making or participating in **trail riding**, I, for myself, my heirs, executors, administrators and estate trustees, do **HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE** the **Ausable Bayfield Conservation Authority and Ausable River Riders Club**, and all its respective agents, officers, elected and appointed officials, servants, contractors, representatives, successors and assigns **OF AND FROM ALL** claims, demands, damages, costs, expenses, actions and causes of action, whether in law or in equity, in respect of death, injury, loss or damage to my person or property **HOWSOEVER CAUSED** arising or to arise by reason of my participation in **trail use** on any property owned by the Ausable Bayfield Conservation Authority, whether prior to, during or subsequent **trail riding** **AND NOTWITHSTANDING** that the same may have been contributed to or occasioned by the negligence, breach of contract, breach of statutory duty of care and/or breach of the Occupiers' Liability Act of Ontario by any Releasee..

1. a) **I FURTHER UNDERTAKE TO HOLD AND SAVE HARMLESS and AGREE TO INDEMNITY** all of the aforesaid from and against any and all liability incurred by any or all of them as a result of or in any way connected to my participation on Ausable Bayfield Conservation Authority property, including but not limited to all costs and expense incurred by or associated with any rescue.
- b) **I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENT NOT TO SUE THE AUSABLE BAYFIELD CONSERVATION AUTHORITY or AUSABLE RIVER RIDERS CLUB**, its directors, officers, agents and employees, all for the purpose herein after referred to as Release, from all liability to the undersigned, his personal representatives, assigns, heirs and next of Kin for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned arising out of or related to the use of ABCA properties, whether caused by the negligence or the releasee or otherwise.
- c) **I HEREBY AGREE TO INDEMNITY AND SAVE AND HOLD HARMLESS** the releasee and each of them from any loss, liability, damage or cost they may incur arising out of or related to the use of the ABCA properties whether caused by the negligence of the releasee or otherwise.
- d) **I HEREBY ASSUME FULL RESPONSIBILITY FOR RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE** arising out of or related to the use of ABCA properties whether caused by the negligence of the releasees or otherwise.
- e) **I HEREBY** acknowledge that the activities can be dangerous and involve the risk of injury and/or death and/or property damage. Each of the undersigned also expressly acknowledges that injuries received may be compounded or increased by the negligent rescue operations or procedures of the releasee.
- f) **I HEREBY** agree that this release and waiver of liability, assumption of risk and indemnity agreement extends to all acts of negligence by the releasee, and is intended to be as broad and inclusive as permitted by the laws of the Province of Ontario and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I WILL OBEY AND FOLLOW THE INFORMATION, INSTRUCTION AND RULES of the Ausable Bay field Conservation Authority and Ausable River Riders Club, including but not limited to the following:

2. a) Participants shall only use and wear at all times helmets and other safety equipment appropriate for the activity, as recommended by the **Trail Riders Association**.
- b) No participant may ride in or upon any ABCA property when intoxicated or under the influence of non-intoxicating beer, intoxicating beverages and /or controlled substances.
- c) No Participant shall engage in harmful conduct or willfully or negligently engage in any type of conduct which contributes to or causes injury to any person or property.
- d) No participant may perform any act which interferes with safe operation including failure to use safety equipment approved and/or recommended by the organization's parent society or failure to follow the instructions of the Ausable Bayfield Conservation Authority or failure to follow the instructions of the Ausable River Riders Club.

THE TERMS HEREOF shall serve as a Release for my heirs, executors, administrators and estate trustees and for all members of my family, including any minors accompanying me. This is a legal and binding document which I have read, and which I understand and agree to the terms and conditions thereof.

I can read and understand the English language, and am aware that by signing this document I am waiving certain legal rights which I or my heirs, executors, administrators and estate trustees and all my members of my family (including any minors accompanying me) may have against the Releasee.

I have read this release and waiver of liability, assumption of risk and indemnity agreement, fully Understanding its terms, understand that I have given up substantial rights by signing it and have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me and intend by signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Signed this _____ day of _____, 20____.

Participant Signature

Participant (Print Name)

Address

Postal Code.

Witness

Phone Number