



Alberta
Friesian Horse
Association

RR 1, Site 4, Box 7, Lacombe, AB, T4L 2N1. Ph. /fax: 403-885-0345, Cell: 403-598-3675, E-mail: contact@afha.ca website: www.afha.ca

This Liability and Use of Facility Agreement is made and entered into this _____ day of _____, 2018

Between:

**The Alberta Friesian Horse Association (hereinafter AFHA),
Bosch Farms, RR 1, Site 24, Box 7, Burnt Lake Trail, Red Deer, T4N 5E1, AB (hereinafter Facility)
And**

Hereinafter designated the undersigned who is of legal adult age (print name)

And, if the undersigned is a Minor (under the age of eighteen), undersigned Parent or Guardian,

The Undersigned hereby expressly agrees to the following:

1. **IT IS THE RESPONSIBILITY OF THE UNDERSIGNED, TO CARRY FULL AND COMPLETE INSURANCE COVERAGE** on his/her personal property, including his/her horse, and him/herself.
2. The undersigned agrees to **ASSUME ANY AND ALL RISKS INVOLVED IN OR ARISING FROM THE UNDERSIGNED USE OF THEIR HORSE(S) OR THEIR PRESENCE UPON AFHA AND/OR THE FACILITY** including but not limited to, the risks of bodily injury, death, property damage, kicks, bits, collisions with vehicles, horses or stationary objects, fire or explosions, the unavailability of emergency medical care, or the negligence or deliberate act of another person.
3. The undersigned agrees to **HOLD AFHA AND/OR THE FACILITY COMPLETELY HARMLESS AND NOT LIABLE AND RELEASES THEM FROM ALL LIABILITY WHATSOEVER** and agrees not to sue them in connection with any claim, causes of action, injuries, damages, costs or expenses arising out of the undersigned's use of their horse(s) or their presence upon the Facility including but not limited to, the risks of death, bodily injury, property damage, kicks, bites, collisions with vehicles, horses or stationary objects, fire or explosion, the unavailability of emergency medical care, or the negligence or deliberate act of another person.
4. The undersigned agrees to **WAIVE THE PROTECTION AFFORDED BY ANY STATUTE OR LAW IN ANY JURISDICTION WHOSE PURPOSE, INSTANCE AND / OR EFFECT IS TO PROVIDE THAT A GENERAL RELEASE SHALL NOT EXTEND TO CLAIMS, MATERIAL OR OTHERWISE**, which the person giving the release does not know or suspect to exist at the time of executing this release.
5. The undersigned agrees to **INDEMNIFY THE DEFENCE OF AFHA AND/OR THE FACILITY** against, and hold harmless from any and all claims, causes, and causes of action, damages, judgments, costs or expenses, including attorney's fees, which in any way arise from the undersigned's use of their horse or their presence upon the Facility.
6. The undersigned agrees to **ABIDE BY THE POSTED RULES AND REGULATIONS** of AFHA and/or the Facility and to maintain at all times, good sportsmanship and horsemanship

This agreement is non-assignable and non-transferable and represents the entire agreement between the named parties. No other agreements or promises, verbal or implied, are included unless specifically stated. This agreement is made and entered into in the **Province of Alberta** and will be interpreted under the laws of this province. **When the rider/parent/guardian signs this agreement, it will be binding on both parties.**

Owner/Participant's Signature

Parent / Guardian of Minor Signature