

ROYCAN'S COUNTRY HAVEN
Roy & Candice Kontzie
Box 846
Portage la Prairie, MB R1N 3C3

.....

Release of Liability (2010)

This RELEASE of LIABILITY is made and entered into on this day _____

by and between *Roy & Candice Kontzie (Roycan's Country Haven)*, hereinafter designated Owners and

(PLEASE PRINT NAME) hereinafter designated as Client,
and if **Client is a minor**, Client's parent or guardian, _____ (PLEASE PRINT NAME).

Date of Birth OF MINOR: _____

In return for the use, today and on all future dates of the property, facilities and services of the Owner's either on site or off site or any staff and family members. The Client, his/her heirs, assigns, and legal representatives, hereby expressly agree to the following:

1. **A signed release acknowledges that the person or person's parent or guardian is aware of the inherent risks associated with equine activities and CLIENT agrees to assume ANY AND ALL RISKS INVOLVED IN OR ARISING FROM THE CLIENT'S USE OF OR PRESENCE UPON OWNER'S PROPERTY AND FACILITIES including, without limitation but not limited to, the risks of death, bodily injury, property damage, falls, 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.**
2. **The Client Acknowledges that the inherent "RISKS" of Equine Activities mean those DANGEROUS conditions which are an integral part of Equine Activities. Including but not limited to:**
 - The propensity of any equine to behave in ways that might 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.
 - The unpredictability of an equine's reaction is such things as sound, sudden movement, tremors vibrations, unfamiliar objects, persons or other animals and hazards such as subsurface objects.
 - The potential for other participant(s) to act in a negligent manner that might contribute to injury to themselves or others, such as failing to act within their ability or to maintain control over an equine.
3. **It is the responsibility of the Client if boarding or visiting with their horse to carry full and complete insurance coverage on his/her horse, personal property and himself/herself.**
4. **If individual is staying overnight on property they do so at their own risk. All children 15 years and under must have an adult responsible for them before being allowed to stay on the property overnight.**
5. **CLIENT acknowledges that it remains their Sole Responsibility to act in such a manner as to be responsible for their own safety and to Participate Within their Own Limits. Participation in equine activities with or conducted by owner's constitutes a knowing and voluntary assumption of all risks associated with equine activities.**
6. **Client agrees to hold Owners and all of its successors, assigns, subsidiaries, affiliates, officers, directors, employees and agents completely harmless and not liable and release them from all liability whatsoever and AGREES NOT TO SUE them on account of or in connection with any claims, causes of action, injuries, damages, cost or expenses arising out of Client's use of or presence upon Owner's property and facilities, including without limitation, those based on death, bodily injury, property**

damage, and including consequential damages. If someone does decide to sue, they must file their complaint at the Winnipeg, Manitoba courthouse.

7. Client agrees to indemnify and defend Owner against, and hold it harmless from, any and all claims, causes of action, damages, judgments, costs or expenses, including attorney's fees, which in any way arise from the Client's use of or presence upon the Owner's property and facilities.
8. Client agrees to abide by all of Owner's rules and regulations posted at the facility and in their Policy and Procedure Manuel or rules and regulations set forth by the organization that has hired the owner's for service. Client has read or been told the rules and safety regulations of Roycan, and agrees to abide by them. Any deviation from the rules and safety regulations my lead to the immediate removal of participant.
9. If Client is using his/her horse, the horse shall be free from infection, contagious or transmissible disease. Owner reserves the right to refuse horse if not in proper health or is deemed dangerous or undesirable. Owner has the right to ask anyone to leave their private facility regardless of reason.
10. If Client is using one of the owner's horses they release the owner from any responsibility due to injury.
11. Client acknowledges that wearing a properly fitted and secured client riding helmet which meets or exceeds the quality standards while riding, mounting, dismounting and being near horses may reduce the severity of head injuries or prevent death occurring as the result of a fall or other occurrence. Owner's makes no representations as to the condition, effectiveness or suitability of any helmet it may allow client to use. All helmet related risks are assumed by client.
 - a) During Private Riding Sessions, which are instructed by the owners, helmets are mandatory along with proper safety riding footwear for ALL youths.
12. Client has inspected the farm's premises and facilities and/or have in some other way satisfied himself/herself that the condition of the premises and the facilities will provide an adequate and reasonable level of safety for the client.
13. This contract is non-assignable and non-transferable and is made and entered into the Province of Manitoba, and shall be enforced and interpreted under the laws of this Province. When the Owner and Client and Client's parent or guardian, if Client is a minor, sign this contract, it will then be binding on both parties, subject to the above terms and conditions.

Before signing this form I read it and I state I understand it. I know that signing this form waives certain legal rights I or my "Legal Representatives" might have against the "Owners".

Client's Signature

Parent or Guardian (If Client is a minor.)

Client's Address/Phone/Email