

ACKNOWLEDGEMENT OF RISK AND RELEASE OF LIABILITY

For Participants Under and Over the Age of Majority in the Province in which the Equine Activities are provided by the Host.

WARNING: This agreement will affect your legal rights. READ IT CAREFULLY!

UNDER THE AGE OF 18

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 child named below with and for the benefit of: _____, its directors, officers, employees, volunteers, business operators, agents and site property owners or lessees (the Williamstown Fair). Without limiting the generality of the foregoing, Equine Activities includes but is not limited to shows, demonstrations, or fun days provided by the Williamstown Fair to the child.

Initial Each Item below after Reading and Understanding each item:

_____. 1. I am the Parent/Guardian of the child and am executing this waiver on behalf of the child in my capacity as Parent/Guardian and with the intent that this waiver be binding on myself and the child for all legal purposes.

OVER THE AGE OF 18

Every Person Must Read and Understand this Waiver before 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 (the Participant) with and for the benefit of:

_____, its directors, officers, employees, volunteers, business operators, agents and site property owners or lessees (the Williamstown Fair). Without limiting the generality of the foregoing, Equine Activities includes but is not limited to shows, demonstrations, or fun days provided by the Williamstown Fair to the Participant.

_____. 1. I confirm that I have reached the age of majority in Ontario in which I am participating in Equine Activities.

TO BE COMPLETED BY ALL

Initial Each Item below after Reading and Understanding each item:

_____. 1. 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:

- (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;
- (b) the unpredictability of an equine's reaction to such things as sounds, sudden movement, tremors, vibrations, unfamiliar objects, persons or their animals and hazards such as subsurface objects; and
- (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.

_____. 2. I freely accept and fully assume all responsibility for all Risks and possibilities of any and all personal injury, death, property damage or loss resulting from my participation or my child's participation in Equine Activities.

_____. 3. I agree that although the Williamstown Fair has taken steps to reduce the Risks and increase the safety of the Equine Activities, it is not possible for the Williamstown Fair 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 and/or myself, even if the Williamstown Fair is found to be negligent or in breach of any duty of care or any obligation to myself or the Infant Participant in my own or the Infant's Participation in Equine Activities.

____4. In addition to consideration given to the Williamstown Fair for my or my child's participation in Equine Activities, I and my heirs, next of kin, executors, administrators and assigns (collectively our legal representatives) agree:

- (a) to waive all claims that the child and/or myself has or may have in the future against the Williamstown Fair;
- (b) to release and forever discharge the Williamstown Fair from all liability for personal injury, death, property damage, or loss that I, the child, or our Legal Representatives might suffer as a result of the child's and or my own 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 judgment of the Williamstown Fair; and
- (c) to be liable for and to hold harmless and indemnify the Williamstown Fair 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 my own or the child's participation in the Equine Activities.

____5. I agree that this waiver and all terms contained herein are governed exclusively and in all respects by the laws of Ontario of Canada in which the Equine Activities are provided by the Williamstown Fair. I hereby irrevocably submit to the exclusive jurisdiction of the courts of that Ontario 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 Ontario of Canada in which the Equine Activities are provided by the Williamstown Fair.

____6. 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 Williamstown Fair, myself, myself as a Parent/Guardian, and the child, and it is binding on myself, the child and our Legal Representatives.

Please Print Clearly

UNDER THE AGE OF 18

Print-Infant Participant's Name _____		Date of Birth _____	
Address _____	City _____	Province _____	Postal _____
Print-Parent/Guardian's Name _____		Date of Birth _____	
Address _____	City _____	Province _____	Postal _____
Phone # (_____) _____	Email: _____		
_____		Signed this _____ day of _____, 20____	
(Signature of Parent/Guardian of Child)			
_____		_____	
(Print Name of Witness to Signing and Intialing)		(Signature of Witness)	

OVER THE AGE OF 18

Print-Participant's Name _____		Date of Birth _____	
Address _____	City _____	Province _____	Postal _____
Phone # (_____) _____	Email: _____		
_____		Signed this _____ day of _____, 20____	
(Signature of Participant)			
_____		_____	
(Print Name of Witness to Signing and Intialing)		(Signature of Witness)	