

Alberta Provincial Gymkhana Association (A.P.G.A.)

WAIVER AND RELEASE OF LIABILITY

Warning: THIS RELEASE OF LIABILITY AFFECTS YOUR LEGAL RIGHTS. BY SIGNING IT, YOU ARE GIVING UP IMPORTANT CLAIMS. DO NOT SIGN IT IF YOU HAVE NOT READ IT, UNDERSTAND IT, OR HAVE ANY QUESTION ABOUT ITS MEANING.

In consideration of being allowed to participate in any way in the **Alberta Provincial Gymkhana Association** equestrian program, related events, and activities; the undersigned acknowledges, appreciates and agrees that: The risk of injury from the activities involved in this program is significant, including:

- a) The potential for permanent paralysis and death, and while particular rules, equipment and personal discipline may reduce the potential risk, the risk of serious injury does exist: and
 - b) That medical attention and resources may not be immediately available should I be injured, and
 - c) That other participants may, through no involvement of the **A.P.G.A.**, cause injury or death, and
 - d) That the activities involve live animals, which are inherently unpredictable and dangerous
1. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and
 2. I willingly agree to comply with the stated and customary terms and conditions for participation. If however, I observe an unusual significant hazard during my presence or participation, I will remove myself from participation and bring such attention to the nearest official immediately; and
 3. That I have had the full opportunity to read, understand and consider this release, consult with legal counsel if I choose, and have the opportunity and ability to choose to not sign this release.
 4. I, FOR MYSELF AND BEHALF OF MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVE AND NEXT OF KIN, hereby release and hold harmless **Alberta Provincial Gymkhana Association**, their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and leasers of premises used to conduct the event ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
 5. It is highly recommended that all horseback riders wear protective headgear in the form of a high impact helmet.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

X _____

X _____

PARTICIPANT'S FULL LEGAL NAME

PARTICIPANT'S SIGNATURE

X _____

Date signed: _____

Witness: Print name: _____

FOR PARTICIPANTS OF MINORITY AGE (under age 18 at time of registration) it is MANDATORY that all minors wear a high impact helmet and footwear appropriate for riding.

This is to certify that I, as parent/guardian with LEGAL responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and for myself, my heirs, assigns, and next of kin. I release and agree to indemnify the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above.

X _____

X _____

PARENT/GUARDIAN FULL LEGAL NAME

PARENT/GUARDIAN SIGNATURE

X _____

Date signed: _____

Witness: Print name: _____