

**RELEASE AND WAIVER OF LIABILITY
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

ACTIVITY: Horseback Riding at:

Chilliwack Heritage Park
44140 Luckakuck Way
Chilliwack, B.C. V2R 4A7

NAME: _____

DATE: _____

In Consideration of being permitted to use Chilliwack Heritage Park for the Activity, the undersigned, for himself/herself, his/her personal representatives, heirs, and next of kin:

1. Acknowledges, agrees and represents that he/she will immediately upon entering any riding area at Chilliwack Heritage Park (“Arenas”), and continuously thereafter, inspect the Arenas which he/she enters, and further agrees and warrants that, if at any time, he/she is in or about the Arenas and feels anything to be unsafe, he/she will immediately advise the officials of such and if necessary will leave the Arenas and/or refuse to participate in the Activity.
2. Hereby agrees to waive any and all claims that he/she has or may in the future have against Chilliwack Heritage Park, Tourism Chilliwack Inc., the City of Chilliwack and their respective directors, officers and employees (collectively the “Releasees”) and to release the Releasees from any and all liability for any loss, damage, expense or injury, including death that he/she may suffer or that his/her next of kin may suffer, as a result of his/her use of the Facility, due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care, including any duty of care owed under the *Occupiers Liability Act*, R.S.B.C. 1996, C. 337 on the part of the Releasees, and further including the failure on the part of the Releasees to take reasonable steps to safeguard or protect him/her from the risks, dangers and hazards of using the Facility.
3. Hereby agrees to indemnify and save and hold harmless the Releasees and each of them from any loss, liability, damage or cost they may incur arising out of or related to the Activity whether caused by the negligence of the Releasees or otherwise.
4. Hereby assumes full responsibility for any risk of bodily injury, death or property damage arising out of or related to the Activity whether caused by the negligence of the Releasees or otherwise.
5. Hereby agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, including negligent rescue operations and is intended to be as broad and inclusive as is permitted by the laws of the Province of British Columbia and if any portion of thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
6. Hereby acknowledges that in entering into this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement, he/she is not relying on any oral or written representations or statements made by the Releasees with respect to the safety of participating in the Activity or the suitability of the Arena for the Activity.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND 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 MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

SIGNATURE

DATE

(If under 18, signature of parent or legal guardian)

HP Initial