

EQUINE, RODEO, AND LIVESTOCK ACTIVITIES – FOR MINORS
TO BE COMPLETED BY PARENT/LEGAL GUARDIAN AND PARTICIPANT UNDER THE AGE OF 19

INFORMED CONSENT AND ACKNOWLEDGMENT OF RISK FORM
(referred to as the "Consent and Acknowledgment Form")

PARENT/ GUARDIAN
INITIALS

PARTICIPANT
INITIALS

WARNING: PLEASE READ CAREFULLY BEFORE SIGNING!

The choice to participate in any program or activity offered by the Nicola Valley Rodeo Association and/or the Nicola Valley Fall Fair Association is made freely and with understanding of the associated risks and responsibilities.

This Consent and Acknowledgment Form must be fully completed and signed before the Participant is allowed to enter land or premises owned or operated by the Nicola Valley Rodeo Association and/or the Nicola Valley Fall Fair Association.

Participant Last Name: _____ First Name: _____

Address: _____

Telephone: _____ Date of Birth: _____

TO: The Nicola Valley Rodeo Association, the Nicola Valley Fall Fair Association, and their respective directors, officers, employees, representatives, independent contractors, agents, insurers, assigns, and volunteers (the "Releasees").

DEFINITION: In this Consent and Acknowledgment Form the term "Activities" includes all equine, rodeo, and livestock related activities, programs, clinics, drop-ins, events, and services that are provided, arranged, organized, conducted, sponsored, or authorized by the Releasees, and includes, but is not limited to: use of the Nicola Valley Rodeo Arena at 499 Lindley Creek Road, Merritt, B.C.; horseback riding; barrel racing; all events commonly part of a rodeo, gymkhana, or other equine or livestock related activity; and other such activities, events, services, facilities, and equipment that are in any way connected with or related to any of the foregoing.

1. **DISCLAIMER:** THE RELEASEES ARE NOT RESPONSIBLE FOR ANY LOSS, DAMAGE, EXPENSE, OR INJURY SUFFERED BY A PARTICIPANT DURING OR AS A RESULT OF THE ACTIVITIES, DUE TO ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THOSE CLAIMS BASED ON ANY OF THE RELEASEES' ALLEGED OR ACTUAL:

(a) NEGLIGENCE, INCLUDING FAILURE ON THE PART OF ANY OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT THE PARTICIPANT FROM THE RISKS, DANGERS, AND HAZARDS OF THE ACTIVITIES;

(b) BREACH OF ANY CONTRACT OR WARRANTY, WHETHER EXPRESS OR IMPLIED; AND/OR

(c) BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE UNDER THE BRITISH COLUMBIA OCCUPIERS LIABILITY ACT.

2. **NO REPRESENTATIONS:** We acknowledge and agree that the Releasees make no representations regarding the safety of the Activities or regarding whether the Activities are appropriate for the Participant to undertake.

3. **DESCRIPTION OF RISKS:** We acknowledge and agree that participation in the Activities involves certain inherent risks, dangers, and hazards, which can result in personal injury, death, property damage, and other loss. Risks, dangers, and hazards may include but are not limited to:

- a) the propensity of any equine or livestock animal to behave in ways that may result in injury, harm, or death to individuals riding on the animal or any wagon or carriage pulled by the animal, to individuals near the animal, and damage to property or other animals in the vicinity of the animal;
- b) the unpredictability of an equine or livestock animal's reaction to sounds, sudden movements, tremors, vibrations, unfamiliar objects, persons, or other animals nearby;
- c) any animal's response to hazards such as surface or subsurface objects;

- d) collisions with other people, animals, or objects;
- e) the potential for other participants to behave in a manner that may cause or contribute to personal injury to or death of themselves or others, or damage to property, including, but not limited to, failing to maintain control over an animal or failing to act within the limits of that individual's ability; and
- f) **NEGLIGENCE ON THE PART OF THE RELEASEES AND THIRD PARTIES, INCLUDING FAILURE TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT THE PARTICIPANT FROM THE RISKS, DANGERS, AND HAZARDS OF ENGAGING IN THE ACTIVITIES.**

4. **VOLUNTARY ASSUMPTION OF RISK:** WE ACKNOWLEDGE AND AGREE THAT THE ABOVE LIST IS NOT INCLUSIVE OF ALL POSSIBLE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH THE ACTIVITIES. WE HAVE INFORMED OURSELVES TO OUR OWN SATISFACTION OF THE NATURE OF THOSE INHERENT RISKS, DANGERS, AND HAZARDS AND WE FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS, AND HAZARDS, AS WELL AS THE POSSIBILITY OF PERSONAL INJURY, DEATH, OR LOSS RESULTING THEREFROM.

PARTICIPANT
INITIALS

PARENT/
GUARDIAN
INITIALS

5. **PARTICIPANT'S CONDUCT:** Furthermore, we represent, acknowledge, and agree that:
- a) we are solely responsible for the choice of the Participant's protective equipment and the secure fitting of the protective equipment;
 - b) the Participant has the experience required to participate safely in the Activities and that the Participant has no known physical or mental condition which would impair their capability for full participation in the Activities;
 - c) we are solely responsible for assessing whether any of Activities are too difficult for the Participant, and by the Participant commencing an Activity, we acknowledge and accept the suitability and conditions of the Activity;
 - d) the Participant's risk of injury is reduced if the Participant follows all rules established for participation;
 - e) the Participant's risk of injury increases as the Participant becomes fatigued;
 - f) if the Participant observes an unusual or significant hazard or risk, the Participant will remove immediately themselves from participation and bring such to the attention of a representative of the Releasees; and
 - g) the Participant will obey any and all guidelines, rules, and regulations which govern their participation in the Activities, as established by the Releasees from time to time.
6. **NO ALCOHOL, CANNABIS, OR OTHER DRUGS:** We acknowledge that alcohol, cannabis, and other drugs, both prescribed and non-prescribed, have the capacity to impair judgment and reduce the Participant's ability to effectively manage risks. Consuming alcohol, cannabis, or other drugs prior to or while participating in the Activities is strictly prohibited.

We declare that we have read, understand, and agree with this Consent and Acknowledgment Form:

Parent/Legal Guardian Last Name: _____ First Name: _____

Address: _____

Telephone: _____ Relationship to Participant: _____

Parent/Legal Guardian Signature: _____ Participant Signature: _____

WITNESSED BY AN ADULT (Not the Signing Parent/Legal Guardian)

Declared before me at the city of _____, BC
this ____ day of _____ 20 ____

Witness Signature

Witness Name: _____

Witness Address: _____

Witness Phone: _____