

ACKNOWLEDGMENT OF RISK AND RELEASE OF LIABILITY

One For Each Patron Under the Age of Majority of the Cardston Agricultural Society's Agridome Facility at Cardston, Alberta.

The Parent or Guardian of Every Infant Patron of the Cardston Agricultural Society's Agridome Facility Must Read and Understand this Waiver Before Participating in any Equine Activity at the Agridome.

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 the Parent or Guardian of the Infant Patron with and for the benefit of the Cardston Agricultural Society, its directors, officers, employees, contractors, volunteers, business operators, agents and site property owners or lessees (collectively the "Ag Society"). Without limiting the generality of the foregoing, "Equine Activities" includes but is not limited to instruction, riding, reining, roping, rodeo, ranch, penning, driving, gymkhana, jumping, dressage and showing activities which involve the use of any equine.

Initial Each Item below after Reading and Understanding each item:

- _____ 1. I am the Parent/Guardian of the Infant Patron and am executing this waiver on behalf of the Infant Patron in my capacity as Parent/ Guardian and with the intent that this waiver be binding on myself and the Infant Patron for all legal purposes.
- _____ 2. I am aware that there are inherent dangers, hazards and risks (collectively "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 other animals and hazards such as subsurface objects;
 - (c) The potential for other patrons to behave in a negligent manner that may contribute in injury to themselves or others, including failing to act within their abilities to maintain control over an equine.
- _____ 3. I freely accept and fully assume all responsibility for all "Risks" and possibilities of personal injury, death, property damage or loss resulting from the Infant Patron's participation in "Equine Activities" as an Infant Patron of the Ag Society's facility.
- _____ 4. I agree that although the Ag Society has taken steps to reduce the "Risks" and increase the safety of the "Equine Activities", it is not possible for the Ag Society to make the "Equine Activities" completely safe. I accept these "Risks" and agree to the terms of this waiver on behalf of the Infant Patron even if the Ag Society is found to be negligent or in breach of any duty of care or any obligation to myself or to the Infant Patron in the Infant Patron's participant in "Equine Activities".
- _____ 5. In addition to consideration given to the Ag Society for the Infant Patron of the facility, I and my heirs, next of kin, executors, administrators and assigns, as well as the Infant Patron and his/her heirs, next of kin, executors, administrators and assigns (collectively our "Legal Representatives") agree:
- (a) To waive all claims that the Infant Patron has or may have in the future against the Ag Society;
 - (b) To release and forever discharge the Ag Society from all liability for any personal injury, death, property damage, or loss resulting from the Infant Patron's participation in any "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 Ag Society; and

- (c) To be liable for and to hold harmless and indemnify the Ag Society from all actions, proceedings, claims, damages, costs, demands, including court costs and costs on a solicitor or own client basis, and liabilities of whatsoever nature or kind arising out of or in any way connected with the Infant Patron's participation in "Equine Activities".

_____ 6. I agree that this waiver and all terms contained herein are governed exclusively and in all respects by the laws of the Province of Alberta in which the Ag Society's facility is located. I hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of Alberta 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 the Province of Alberta.

_____ 7. 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 myself as Parent/Guardian, and the Infant Participant and the Ag Society, and it is binding on myself, the Infant Participant and our "Legal Representatives".

_____ 8. I confirm that I have reached the age of majority in the Province of Alberta.

Please Print Clearly

Infant Patron's Name _____ Date of Birth _____

Address _____ City _____ Province _____

Postal Code _____

Parent/Guardian's Name _____ Date of Birth _____

Address _____ City _____ Province _____

Postal Code _____

Signed this _____ day of _____, 20_____

Signature of Parent/Guardian of Infant Patron

Print Name of Ag Society representative witnessing

Signature of Ag Society Witness