ACKNOWLEDGEMENT OF RISK AND RELEASE OF LIABILITY ***(JUNIOR)***

For Participants **UNDER THE AGE OF MAJORITY** in the Province or Territory in which the Equine Activities are Provided by the Host
WARNING: THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS. READ IT CAREFULLY!

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 Infant Participant named below with and for the benefit of _____NVIHA its directors, officers, employees, volunteers, business operators, agents and site property owners or lessees (collectively the "Host"). Without limiting the generality of the foregoing, "Equine Activities" include but are not limited to trail rides, pack trips and riding instructions provided by the "Host" to the Infant Participant.

Initial Each Item below after Reading and Understanding Each Item:

_____ 1. I am the Parent/Guardian of the Junior Participant and I am executing this waiver on behalf of the Junior Participate in my capacity as Parent/Guardian and with the intent that this waiver be binding on myself and the Junior Participant 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 which 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(s) to such things as sounds, sudden movements, tremors, vibrations, unfamiliar objects, persons or other animals and hazards such as subsurface objects;
(c) and the potential for other participants to behave in a negligent manner which may contribute to 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 any and all personal injury, death, property damage or loss resulting from the Junior Participant's participation in "Equine Activities".

_____ 4. I agree that although the "Host" has taken steps to reduce the "Risks" and increase the safety of the "Equine Activities", it is not possible for the "Host" to make the "Equine Activities" completely safe. I accept these "Risks" and agree to the terms of this waiver on behalf of the Junior Participant, even if the "Host" is found to be negligent or in breach of any duty of care or any obligation to myself or the Infant Participant in the Infant Participant's participation in "Equine Activities".

_____ 5. In addition to consideration given to the "Host" for the Junior Participants' participation in "Equine Activities", I and my heirs, next-of-kin, executors, administrators and assigns, as well as the Infant Participant and his/her heirs, next-of-kin, executors, administrators and assigns (collectively our "Legal Representatives") agree:

(a) to waive all claims that the Junior Participant has or may have in the future against the "Host";
(b) to release and forever discharge the "Host" from all liability for any personal injury, death, property damage, or loss that I, the Junior Participant, or our "Legal Representatives" might suffer as a result of the Junior Participant's participation in the "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 "Host";
(c) and to be liable for and to hold harmless and indemnify the "Host" from all actions, proceedings, claims, damages, cost 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 the Junior Participant'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 or Territory of Canada in which the "Equine Activities" are provided by the "Host". I hereby irrevocably submit to the exclusive jurisdiction of the courts of that Province or Territory 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 the Province or Territory of Canada in which the "Equine Activities" are provided by the "Host".

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

Please Print Clearly

Junior Participant's Name: _____ Date of Birth: _____

Address: _____ City: _____ Province: _____ Postal Code: _____

Parent/Guardian's Name: _____ Date of Birth: _____

Address: _____ City: _____ Province: _____ Postal Code: _____

Phone Number: _____ Email Address: _____

_____ Signed this _____ day of _____, 20_____
(Signature of Parent/Guardian of Junior Participant)

(Print Name of "Host" Witness to Signing and Initialing) : _____

_____ Signed this _____ day of _____, 20_____
(Signature of "Host" Witness)

H.C.# NVIHA: Y / N

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2021												