## ACKNOWLEDGMENT OF RISK AND RELEASE OF LIABILITY FOR GUEST RANCHES (AT-0504)

For Participants Over the Age of Majority in the Province or Territory in which the Guest Activities are Provided by the Host

WARNING: THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS. READ IT CAREFULLY!

Every Person Must Read and Understand this Waiver Before Participating in Guest Ranch Activ	ities
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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 (the Participant) with and for the benefit of: Outpost at Warden Rock (owned and operated

<u>by Warden Rock Ltd.</u>) its directors, officers, employees, volunteers, business operators, agents and site property owners or lessees (collectively the "Host"). Without limiting the generality of the foregoing, "Guest Activities" includes but is not limited to trail rides, pack trips and riding instructions, cattle wrangling or any other activity usual to a ranch or farm provided by the "Host" to the Participant.

## Initial Each Item below after Reading and Understanding each item:

- 1. I am aware that there are inherent dangers, hazards and risks (collectively "Risks") associated with "Guest Activities" and injuries resulting from these "Risks" are a common occurrence. I am aware that the "Risks" of "Guest Activities" mean those dangerous conditions which are an integral part of activities on a ranch or farm, including but not limited to:
  - (a) the propensity of any equine or other animal 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 or other animal'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 participants to behave in a negligent manner that may contribute to injury to themselves or others, including failing to act within their abilities to maintain control over an equine or other animal.
- 2. I freely accept and fully assume all responsibility for all "Risks" and possibilities of personal injury, death, property damage or loss resulting from my participation in "Guest Activities".
- 3. I agree that although the "Host" has taken steps to reduce the "Risks" and increase the safety of the "Guest Activities", it is not possible for the "Host" to make the "Guest Activities" completely safe. I accept these "Risks" and agree to the terms of this waiver even if the "Host" is found to be negligent or in breach of any duty of care or any obligation to me in my participation in "Guest Activities".
- 4. In addition to consideration given to the "Host" for my participation in "Guest Activities", I and my heirs, next of kin, executors, administrators and assigns (collectively my "Legal Representatives") agree:
  - (a) to waive all claims that I have 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 resulting from my participation in the "Guest Activity" 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"; and
  - (c) to be liable for and to hold harmless and indemnify the "Host" from all actions, proceedings, claims, damages, costs 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 my participation in "Guest Activities".
- 5. 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 "Guest 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 "Guest Activities" are provided by the "Host".
- 6. 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 and the "Host", and it is binding on myself and my "Legal Representatives".
- 7. I confirm that I have reached the age of majority in the province in which I am participating in "Guest Activities".

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## ACKNOWLEDGMENT OF RISK AND RELEASE OF LIABILITY FOR GUEST RANCHES (AT-0504)

For Participants Under the Age of Majority in the Province or Territory in which the Guest Activities are Provided by the Host

WARNING: THIS AGREEMENT WILL AFFE	CT YOUR LEGAL	RIGHTS. RE	EAD IT CARE	EFULLY!
The Parent/Guardian Must Read and Understand this W	/aiver Prior to Infa	nt Participatin	g in Guest R	anch Activities
The following waiver of all claims, release from all liability, agreement are entered into by me on behalf of the Infant <b>Warden Rock (owned and operated by War</b> business operators, agents, and site property owners or lesses	Participant named by the Participant named	elow with and ts directors nout limiting the	for the be <u>nefi</u> , officers, em e generality of t	it of: <b>Outpost a</b> aployees, volunteers the foregoing, "Gues
Activities" includes but is not limited to trail rides, pack trips a ranch or farm provided by the "Host" to the Infant Participar		ons, cattle wran	igling or any c	other activity usual to
Initial Each Item below after Reading and Understan	ding each item:			
<ol> <li>I am the Parent/Guardian of the Infant Participant a         capacity as Parent/Guardian and with the intent that         purposes.</li> </ol>				
2. I am aware that there are inherent dangers, hazard injuries resulting from these "Risks" are a common or dangerous conditions which are an integral part of act (a) the propensity of any equine or other animal to be around them and to potentially collide with, bite (b) the unpredictability of an equine or other animy vibrations, unfamiliar objects, persons or other act (c) the potential for other participants to behave in others, including failing to act within their abilities.	ccurrence. I am awa ctivities on a ranch or behave in ways that or kick other animals nal's reaction to sucunimals and hazards in a negligent mann	re that the "Risir farm, including may result in inj, people or objeth things as so such as subsurer that may co	ks" of "Guest A g but not limited jury, harm or dects; unds, sudden face objects; ontribute to inju	Activities" mean those of to: eath to persons on o movement, tremors ury to themselves o
<ol><li>I freely accept and fully assume all responsibility property damage or loss resulting from the Infant Par</li></ol>				ersonal injury, death
4. I agree that although the "Host" has taken steps to r not possible for the "Host" to make the "Guest Activ this waiver on behalf of the Infant Participant, even i any obligation to myself or the Infant Participant in the	educe the "Risks" ar ities" completely safe f the "Host" is found	nd increase the e. I accept thes to be negligen	safety of the " e "Risks" and a t or in breach o	agree to the terms o
5. In addition to consideration given to the "Host" for the next of kin, executors, administrators and assigns, a administrators and assigns (collectively our "Legal Re (a) to waive all claims that the Infant Participant has (b) to release and forever discharge the "Host" from the Infant Participant, or our "Legal Representa "Guest Activities" due to any cause, including the prudent and careful person would use under secontract or mistake or error in judgment of the "Head (c) to be liable for and to hold harmless and inderedemands, including court costs and costs on a searising out of or in any way connected with the limited of the Province or Territory of Canada in which the "Guest exclusive jurisdiction of the courts of that Province jurisdiction over the terms and claims referred to here or Territory of Canada in which the "Guest Activities"  7. I confirm that I have had sufficient time to read and represents the entire agreement between the "Host".	s well as the Infant F epresentatives") agre s or may have in the mall liability for pers tives" might suffer a but not limited to neg similar circumstances dost"; and nnify the "Host" from colicitor and own clier infant's participation in erein are governed Activities" are provid or Territory of Cana ein. Any litigation to a are provided by the understand this wait myself as Parent/G	Participant and bee: future against the onal injury, deas a result of the gligence (failures), breach of an all actions, protect basis, and lian "Guest Activite exclusively and ed by the "Host ada and I agreenforce this wai "Host".	his/her heirs, no "Host"; ath, property date Infant Participe to use such only duty impose occeedings, clabilities of what ies".  If in all respect it in all respect that no other iver will be instance.	amage, or loss that I pant's participation in care as a reasonably ed by law, breach out ims, damages, costs soever nature or kind to be the court can exercise it it it is agreement.
on myself, the Infant Participant and our "Legal Repr		uarulari, ariu ili	e illiani i anio	Jant, and it is binding
Infant Participant's Name			Date of Birth_	
Address_			Province	Poetal
Parent/Guardian's NameAddress				
(Signature of Parent/Guardian of Infant Participant)	Signed this	uay ui		, ∠∪
TIM BARTON AND/OR JULIE LEAVENS				

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

(Signature of "Host" Witness)