

Equine Studies Canada - Spruce Meadows Master's Tournament Tour

Sept 07 - 14, 2014

email info@equinestudiescanada.com

Assumption of Risks, Release of Liability, Waiver of Claims and Indemnity Agreement

ASSUMPTION OF RISKS

I am aware that Equine Studies Canada, Jay Jay Rogers, and tour guides/hosts for the Spruce Meadows Master's Tournament Tour 2014, "ESC hosts", have no control over nor vested interest in the operation of equipment, bus, personnel, limousine, transportation company, hotel, restaurant, other person or entity furnishing services, seating, meals, products or accommodations as part of the trip, "Suppliers", because the Suppliers are independent contractors.

I understand that during the trip I and my dependent family members will have the opportunity to participate in optional activities, shopping, excursions and side trips as well as the intended activity of attending the Spruce Meadows Masters Tournament as a spectator, "Trip". I freely accept and assume all risks, dangers and hazards associated with my Trip and the events that I and my dependent family members will be participating in. I accept the possibility of personal injury, death, property damage and loss resulting from the use of services, products, accommodations, activities, side trips including the risk of negligence on the part of any service Suppliers and I and my dependent family members understand that ESC hosts shall not be responsible for any personal injury, death, property damage, loss, expense, accident, delay or inconvenience arising out of or relating to my Trip or my participation in any activities.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of ESC hosts, acting as the intermediary and agent for Suppliers, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against ESC hosts, its employees, agents and representatives, hereinafter called the "Releasees", and to RELEASE THE RELEASEES from any and all liability for any loss, damage, expense, personal injury or death that I may suffer, or that my next of kin may suffer as a result of:

*Any wrongful, negligent or unauthorized act or omission on the part of any of these or any of their agents, servants, employees, or independent contractors

* Any defect in or failure of any transportation, equipment, instrumentality, service, product or accommodation which is owned, operated, furnished or otherwise used by any of the

* Any wrongful, negligent, or unauthorized act or omission on the part of any other person or entity not under the direct control of the Releasees

* Any negligence, breach of contract or breach of any duty of care on the part of the Releasees, or

* Any cause, condition or event whatsoever beyond the direct control of the Releasees

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property of , or personal injury to, any third party resulting from my acts or omissions during my trip;

3. This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns, and representatives in the event of my death or incapacity;

4. This Agreement shall be governed by and interpreted in accordance with the laws of British Columbia; and

5. Any litigation involving the parties to this Agreement shall be brought within the Province of British Columbia. In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the Releasees other than what is set forth in this Agreement.

I have read and understand this agreement and I am aware that by signing this agreement I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators, assigns, and representatives may have against the Releasees.

Full Name of Participant (please print)

date of birth

passport number

signature of Participant or Legal Guardian

emergency contact person and phone

* a parent or guardian must sign, in advance of travel, for any participant under the age of 19