

North 49 Farriers Association

Release and Waivers of Liability

North 49 Farriers Association (N49) is hosting an event on _____, 20____ Called _____ (The "Event"). While every reasonable effort is made to ensure the safety of attendees and participants, N49 does not guarantee or warrant the safety of the Event. My attendance at the Event and participation in and of the activities at the event shall be at my sole risk.

Having read this Release and Waiver of Liability ("**Release and Waiver**"), Knowing these facts and for and in consideration of being granted access and permission to attend and participate at the Event, and intending to be legally bound, I hereby as follows:

WAIVER: I hereby release, waive, discharge and agree not to sue N49 or any of its directors, officers, employees, agents, representatives, assignees, insurance carriers, attorneys, successors, in interest or other persons or entities that may own, operate, manage or otherwise exercise control over the Event (Collectively, The "**RELEASED PARTIES**") , from and against any and all damages, actions, claims, and liabilities, whether known or unknown, anticipated or unanticipated, suspected and unsuspected, relating to or arising from my attendance and participation at the Event.

ASSUMPTION OF RISK: I acknowledge and understand that my attendance and participation at the Event involves certain inherent risks, including, but not limited to, the risk of death, serious personal injury and damage and/or loss to personal property. I know, understand and appreciate these and other risks that are inherent in participating in the Event and its activities. **I HEREBY ACKNOWLEDGE AND AGREE THAT MY ATTENDANCE AND PARTICIPATION AT THE EVENT ARE VOLUNTARY AND THAT I KNOWINGLY ASSUME ALL RISKS ASSOCIATED WITH MY ATTENDANCE AND PARTICIPATION.**

INDENTIFICATION AND HOLD HARMLESS: I hereby agree to indemnify, defend and hold harmless the Released Parties from and against any and all claims, liabilities, losses, damages, costs, expenses (including attorneys fees), judgement, penalties, and fines arising out of my attendance and participation at the Event.

MISCELLANEOUS: If any provision of the Release and Waiver is found by a court or other legal authority of competent jurisdiction to be unlawful, void, or for any reason unenforceable, that provision of the Release and Waivers shall be deemed severable from the remain provisions of the Release and Waiver and shall not affect the validity and enforceable of any remaining provisions. This Release and Waiver shall be governed by the laws of the Provincial Courts. also agree that any lawsuit brought against any of the Released Parties shall be brought solely in any Provincial or Federal Court in Canada. I

hereby voluntarily waive any right that I may have to a trial by jury in any action, proceeding or litigation involving and Released Parties.

I HAVE READ THE RELEASE AND WAIVER OF LIABILITY, FULLY UNDERSTAND ITS TERMS AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OR ALL LIABILITIES AS DESCRIBED ABOVE TO THE GREATEST EXTENT ALLOWED BY LAW.

Participant's name (please print)

Date

Participants Signature

Signature of Parent or Guardian if
Participant is under the age of 18