

FRASER VALLEY HUNT SOCIETY

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT.
BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.
PLEASE READ CAREFULLY!

TO: Fraser Valley Hunt Society Address: 1388 - 272nd St. Langley, BC V4W 2P9

In this agreement, the term fox hunting and or riding shall include all matters of horsemanship, ridership and other handling of animals appertaining or incidental to fox hunting or hunter trials.

ASSUMPTION OF RISKS

I am aware that fox hunting involves many inherent risks, dangers and hazards, including, but not limited to: use of horses, dogs or other animals with inherent, known or other vices: jumping, riding or otherwise clearing fences, tracts, steep or rough terrain; changing weather conditions; exposed rock, earth, ice, trees, or other natural objects: the condition of the subsurface, including changes due to streams, creeks exposed or unexposed holes or depressions; impact with other horses and or riders or with objects or equipment used in connection with the preparation for or in the fox hunt impact or collision with other riders; the failure to ride safely or within one's own ability or within designated areas' negligence of other riders or horsemen; negligence on the part of the Fraser Valley Hunt Society, its staff or persons making property available to the Fraser Valley Hunt Society, upon which to conduct the hunt or hunter trials. I am also aware that the risks, dangers and hazards referred to above exist throughout all hunt areas and that many are unmarked. I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss, resulting there from.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the FRASER VALLEY HUNT SOCIETY accepting my application to participate in the sport of fox hunting and permitting my use of all facilities (hereinafter referred to as "the hunt facilities"), I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against THE FRASER VALLEY HUNT SOCIETY, its directors, officers, employees, masters, guides, representatives and third parties making land and properties available for the hunt or hunter trials either on a temporary or permanent basis (All of whom are hereinafter collectively referred to as "the Releasees");
2. TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury or expense that I may suffer or that my next of kin may suffer as a result of my use or my presence on the hunt facilities due to any case whatsoever, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OR CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, R.S.B.C. 1979, C. 303, ON THE PART OF THE RELEASEES;
3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property or, or personal injury to, any third party, resulting from my use of or presence on the Fraser Valley Hunt facilities and
4. 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. 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.

In addition, by signing the Participant and/or the Participant's Guardian understands, acknowledges and assumes the inherent risks in participating in the Event, including, but not limited to: the potential for bodily injury or illness (including contraction of COVID-19); contact or interaction with others who may have been exposed to COVID-19; permanent disability, paralysis, or loss of life; collision with natural or manmade objects; dangers arising from adverse weather conditions; imperfect conditions; equipment failure; participants of varying skill levels; inadequate safety measures; circumstances known, unknown or beyond the control of the FVH, its partners, sponsors, agents, affiliates, masters, employees, governor's or volunteers (together, the FVH); negligence or omission of the FVH (collectively, the "Risks").

I confirm that I have read and fully understand this waiver and release of liability. I sign this waiver and release of liability voluntarily without any inducement, assurance, or warranty being made to me.

In consideration for allowing the Participant to participate in the Event, the Participant and/or the Participant's Guardian: (a) release, discharge and forever hold harmless the FVH from any and all liability for damages or loss arising as a result of the Risks of participation in or in connection with the Event; (b) waive any right to sue the FVH in respect of all causes of action (including for injuries or illness caused by their own negligence), claims, demands, damages or losses of any kind that may arise as a result of the Risks of participation in or in connection with the Event, including without limitation the right to make a third party claim or claim over against the Organization arising from the same; and (c) freely assumes all risks associated with the Risks, anything incidental to the Risks, which may arise as a result of participation in or in connection with the Event.

Sign on back of page

YOU ARE GIVING UP LEGAL RIGHTS TO ANY AND ALL FUTURE CLAIMS AGAINST THE FVH.

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 AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

Signed this _____ of _____
Day Month Year

WITNESS

Signature of Hunt Member &/or Rider

Please PRINT Name Clearly

Signature of parent or guardian if applicant is under 19 years Please PRINT Name Clearly

