

**CONSENT OF PARENT OR GUARDIAN AND
ACKNOWLEDGEMENT OF RISK**

All Season

Name of Child: _____

Date of Birth: _____

I, the undersigned, as the parent, legal guardian, or representative with temporary guardianship of the minor child (**under 18 years of age**) named above, having full legal responsibility for the decisions regarding the minor child do hereby give my full consent and approval for the minor child to participate in the horseback riding and other activities provided by the **BANFF TRAIL RIDERS INC.** and its directors, officers, shareholders, employees, guides, instructors, agents, representatives, independent contractors, subcontractors, suppliers, hosts, successors and assigns and His Majesty the King in Right of Canada (**all of whom are collectively referred to as the "RELEASEES"**) whether located at the premises and facilities operated by Banff Trail Riders Inc. or elsewhere, including without limitation, trail rides in Banff National Park or at the Banff Trail Riders Corrals.

The activities (hereinafter collectively referred to as the "**ACTIVITIES**") that the minor child may be involved in include but not limited to:

- | | | |
|------------------------------|-----------------------------------|--|
| Guided Horseback Trail Rides | Carriage and Sleigh Rides | Horse Care (grooming, feeding, watering) |
| Pony Rides | Overnight Camping and Lodge Trips | Instruction and Classes |
| Cross Country Skiing | Snow shoeing and Hiking | Mountain Biking and Fat Biking |

I am aware that the minor child's participation in the Activities **involves many risks, dangers and hazards including but not limited to:**

- a) **Horseback Riding** – injury or death caused from riding a horse including falling from a horse, being dragged by a horse, being kicked or crushed by a horse, impact or collision with another horse or natural or man-made objects, injury resulting from a horse being spooked or frightened or riding a horse beyond my abilities.
- b) **Horses, insects and other animals** – injury or death caused from horses, insects and other animals which are unpredictable in nature.
- c) **Horse Drawn Carriages and Sleighs** – injury or death caused from horse drawn carriage and sleigh equipment operation, carriage and sleigh equipment failure, accessing and exiting carriages and sleighs, loss of control of a horse drawn carriage and sleigh and impact with other vehicles or natural or man-made objects.
- d) **Mountainous and Steep Terrain** – injury or death caused from riding horses in mountainous terrain that has inherently dangerous natural obstacles and hazards including creek and river crossings, steep trails that may not have been travelled previously and are not regularly patrolled or examined, rocks and boulders, tree wells, tree stumps, forest deadfall, holes and depressions and snow, ice and slippery conditions.
- e) **Separated and Lost** – injury or death caused from becoming lost or separated from the guide, from camps, from other participants or my companions whether or not I may have received directions or instructions from any of the Releasees.
- f) **Weather** – injury or death caused by changing weather conditions, high winds, lightening, freezing temperatures and other weather conditions which can be extreme in mountainous areas and can change rapidly without warning.
- g) **Illness** – injury or death caused by altitude, untreated water, food poisoning, and allergies or due to the difficulty of maintaining hygiene.
- h) **Proximity to Medical Care** – injury or death caused by lack of proximity to medical care which may not be readily available or effective.
- i) **Negligence** – injury or death caused by the conduct, including negligence, of other participants or the Releasees, **and I understand that negligence includes failure on the part of the Releasees to take reasonable steps to safeguard or protect me from the risks, dangers and hazards referred to above.**

I hereby agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against the RELEASEES arising out of any aspect of my minor child's use of the PREMISES and my minor child's participation in the ACTIVITIES and **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense or injury including death that I may suffer or that my minor child's next of kin may suffer during his/her use of the PREMISES and my participation in the ACTIVITIES, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, AS WELL AS ANY DUTY OF CARE OWED UNDER THE **OCCUPIERS LIABILITY ACT**, ON THE PART OF THE RELEASEES AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE.

Initials

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 the minor child's use and access of the Premises and the minor child's participation in any Activities and all cost, expenses, damages and legal fees incurred or suffered by the Releasees arising from any litigation or claims that may be brought on behalf of the minor child arising from injury or death of the minor child.
3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, and anyone else I purport to represent as agent, including other parents, guardians or legal representatives of the minor child.
4. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of Alberta and no other jurisdiction.
5. That if any provision of this Release Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Release Agreement shall not be affected thereby and each provision shall be separately valid and enforceable.
6. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of Alberta, and shall be within the exclusive jurisdiction of the Courts of the Province of Alberta.
7. In entering into this Release Agreement I am not relying upon any oral or written representation or statements made by the Releasees with respect to the safety of horseback riding or carriage/sleigh rides other than what is set forth in this Release 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, AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

I understand and will instruct the minor child to obey all the rules and regulations of the Releasees. I have satisfied myself and believe that the minor child does not have any physical limitations, medical ailments, physical or mental disabilities that would limit or prevent him/her from participating in the Activities, and if required, he/she will obtain a medical examination and clearance.

I ACKNOWLEDGE THAT HELMETS HAVE BEEN MADE AVAILABLE.

Initials

I ACKNOWLEDGE THAT I HAVE READ THIS CONSENT AND ACKNOWLEDGEMENT OF RISK AND THAT I UNDERSTAND EACH OF THE PROVISIONS AND THAT I AGREE TO ABIDE BY THEM

Signed this _____ day of _____ 20_____

NAME OF PARENT OR LEGAL GUARDIAN (Print Name Clearly) *	SIGNATURE OF PARENT OR LEGAL GUARDIAN *
Witness Name (Print Name Clearly) *	Signature of Witness *