

**SUNSHINE COAST EQUESTRIAN CLUB (SCEC)
FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY WAIVER**

In accordance with the FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT (RSBC 1996) CHAPTER 165 (FIPPA) and the PERSONAL INFORMATION PROTECTION ACT – BILL 38 -- 2003 (PIPA):

I _____ hereby **give/do not give** (please circle one) consent to the Sunshine Coast Equestrian Club to publish my name, business name (phone number, address, website, email), and photos of myself and my horse on/in the Sunshine Coast Equestrian Club's Facebook Page, website, email, or other promotional avenues as required in the normal course of business activities of the Sunshine Coast Equestrian Club.

Signed: _____ Date: _____

Witness Signature: _____ Date: _____

Witness Name: _____

Name Parent/Legal Guardian if participant 18 years or under: _____

Signature of Parent/Legal Guardian if participant is 18 years or under: _____

Office of the information & Privacy Commissioner for B.C.

The Office of the Information and Privacy Commissioner (OIPC) is independent from government and monitors and enforces British Columbia's Freedom of Information and Protection of Privacy Act (FIPPA) and Personal Information Protection Act (PIPA). FIPPA allows access to information held by public bodies such as government, hospitals, universities etc. and determines how public bodies may collect, use and disclose personal information. PIPA sets out how private organizations such as businesses, associations, charities etc. may collect, use and disclose personal information. Website is located at <http://www.oipc.org/> the website displays "Legislation" on the right hand side. Click on "Legislation" and the electronic printable version of both Acts are available

**Acknowledgment of Risk and Release of Liability
For Participants Over the Age of Majority in the which the Equine 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 Equine Activities

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 by me (the participant) with and for the benefit of the **Sunshine Coast Equestrian Club**, its directors, officers, employees, volunteers, business operators, agents and site property owners or lessees (collectively the "Host"). Without limiting the generally foregoing "Equine Activities" includes but is not limited to trail rides, pack trips, and riding instructions 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 "Equine Activities" and injuries resulting from these "Risks" are a common occurrence. I am aware that the "Risks" of "Equine Activities", mean those dangerous conditions which are an integral part of "Equine Activities", including but not limited to:

(a) the propensity of any equine 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'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.

____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 "Equine Activities".

____3. I agree that although the "Host" has taken steps to reduce the "Risks" and increase the safety of "Equine Activities", it is not possible for the "Host" to make "equine 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 "Equine Activities".

____4. In addition to consideration given to the "Host" for my participation in "Equine 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 "Equine 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 judgement 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 "Equine 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 "Equine 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 "Equine Activities" are provided by the "Host".

____6. I confirm that I have 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 "Equine Activities".

Participant Name _____ Date of Birth _____

Address _____ City _____ Province _____ Postal Code _____

Phone # (_____) _____ E-mail _____

Signature of Participant _____ Date Signed _____

Name of Witness _____ Signature of Witness _____ Date Signed _____

**Acknowledgment of Risk and Release of Liability
For Participants Under the Age of Majority in the which the Equine Activities are Provided by the Host**

Warning: This Agreement will Affect Your Legal Rights. Read it Carefully!

The Parent/Guardian Must Read and Understand this Waiver Prior to Infant Participating in Equine Activities

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 by me (the participant) with and for the benefit of the **Sunshine Coast Equestrian Club**, its directors, officers, employees, volunteers, business operators, agents and site property owners or lessees (collectively the "Host"). Without limiting the generally foregoing "Equine Activities" includes but is not limited to trail rides, pack trips, and riding instructions provided by the "Host" to the Infant Participant.

Initial Each Item below after Reading and Understanding each item:

____1. I am the Parent/guardian of the Infant Participant and am executing this waiver on behalf of the Infant Participant in my capacity as Parent/Guardian and with the intent that this waiver be binding on myself and the Infant Participant for all legal purposes.

____2. I aware that there are inherent dangers, hazards and risks (collectively "Risks") associated with "Equine Activities" and injuries resulting from these "Risks" are a common occurrence. I am aware that the "Risks" of "Equine Activities", mean those dangerous conditions which are an integral part of "Equine Activities", including but not limited to:

(a) the propensity of any equine 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'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 themselves or others, including failing to act within their abilities to maintain control over an equine.

____3. I freely accept and fully assume all responsibility for all "Risks" and possibilities of personal injury, death, property damage or loss resulting from the Infants Participants participation in "Equine Activities".

____4. I agree that although the "Host" has taken steps to reduce the "Risks" and increase the safety of "Equine Activities", it is not possible for the "Host" to make "equine Activities" completely safe. I accept these "Risks" and agree to the terms of this waiver on behalf of the Infant Participant, even if the "Host" is found to be negligent or in breach of any duty of care or any obligation to myself or the Infant Participant in the Infant's participation in "Equine Activities".

____5. In addition to consideration given to the "Host" for the Infant Participant's participation in "Equine Activities", I and my heirs, next of kin, executors, administrators and assigns as well as the Infant Participant and his/her heirs, next of kin, executors, administrators and assigns (collectively my Legal Representatives) agree:

(a) to waive all claims that the Infant Participant has or may 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 "Equine 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 judgement 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 what so ever nature or kind arising out of or in any way connected with my participation in "Equine 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 "Equine 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 "Equine Activities" are provided by the "Host".

____6. I confirm that I have 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 "Equine Activities". Participant

Name _____ Date of Birth _____

Address _____ City _____ Province _____ Postal Code _____

Phone # (_____) _____ E-mail _____

Name of Parent/Legal Guardian _____ Signature of Parent/Legal Guardian _____ Date Signed _____

Name of Witness _____ Signature of Witness _____ Date Signed _____



SUNSHINE COAST EQUESTRIAN CLUB
the “**Organization**”

Facility Use Waiver

WAIVER OF LIABILITY FOR ALL CLAIMS AND RELEASE OF LIABILITY
PLEASE READ CAREFULLY BEFORE SIGNING.

Completed waivers must be returned prior to entry and use of the Organization’s facilities. This waiver does not affect accident and out-of-country travel insurance provided by the Organization where applicable.

By signing below, the Participant (named below) and/or the Participant’s Guardian understands and acknowledges, the risks, dangers, and hazards which are inherent on entering all lands, properties, facilities, structures, installations, vehicles or equipment owned, leased, operated or otherwise controlled by the Organization (the “**Premises**”), which risks include, but are 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; close proximity to or contact with surfaces, equipment, fixtures, or other objects that, despite the Organization’s efforts, may be infected with COVID-19 or other communicable illnesses; permanent disability, paralysis, or loss of life; collision with natural or manmade objects; tripping hazards; imperfect venue or field of play conditions; equipment failure; participants of varying skill levels; the negligent use of the Premises by others; inadequate safety measures or unsafe Premises; other circumstances known, unknown or beyond the control of the Organizer, its partners, sponsors, agents, affiliates, directors, employees, officers, therapists, or volunteers (together, the “**Releasees**”); or negligence or omission of the Releasees (collectively, the “**Risks**”).

In consideration for allowing the Participant to use the Premises, the Participant and/or the Participant’s Guardian:
(a) release, discharge and forever hold harmless the Releasees from any and all liability for damages or loss arising as a result of the Risks arising from entry into or use of the Premises;
(b) waive any right to sue the Releasees in respect of all causes of action (including for injuries or illness caused by their own negligence), claims, damages or losses of any kind that may arise as a result of the Risks or in connection with entry into or use of the Premises, including without limitation the right to make a third party claim or claim over against the Releasees arising from the same; and (c) freely assumes all risks associated with the Risks or anything incidental to the Risks, which may arise as a result of or in connection with use of the Premises.
YOU ARE GIVING UP LEGAL RIGHTS TO ANY AND ALL FUTURE CLAIMS AGAINST THE ORGANIZATION AND RELEASEES.

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.

Print Name: _____ **Date of Birth:** _____
the “**Participant**” (mm/dd/yyyy)

Print Name: _____
the “**Guardian**” (if Participant is a minor)

Signature: _____ **Date:** _____
Participant or Guardian for minor (mm/dd/yyyy)

Safety Equipment (Helmet use Western)
Acknowledgment and Release Form – Participant 18 or Older
Please Print Clearly

Participants Name: _____ Date of Birth _____

No person riding without a helmet designed for equine activities will be allowed to participate in equine activities prior to reading and signing this form.

To the Sunshine Coast Equestrian Club, their directors, employees, officers, volunteers, business operators, and site property owners, (all of them collectively referred to as the “Host”)

Initial each item below after reading and Understanding the item.

___ 1) I understand the risks inherent in equine activities as evidenced by the separately signed Acknowledgement of Risk and Release Liability form on file with the host.

___ 2) I understand wearing proper safety equipment may reduce injury even though no amount of preplanning can remove all the dangers, hazards and risks of equine activities.

___ 3) I have freely decided to ride without wearing a helmet designed for equine activities which might prevent permanent brain damage in the event of an accident.

___ 4) I have refused Critical Safety Equipment for equine activities against the advice of the host.

___ 5) I fully assume all additional dangers, hazards and risks to which my decision to ride without a helmet might expose me.

___ 6) I understand that signing this form waives certain legal rights I might have against the Host.

Before signing this form I read it (as indicated by my initials above) and I state that I understand it. I further state I am aware that signing this form waives certain legal rights I the participant and/or my Legal Representatives might have against the Host.

Signed this _____ day of _____, 20 _____

Signature of Participant _____

Witness Name to Signing and Initialing _____

Signature of Witness _____