



## WAIVER 2024

I hereby certify that every horse, rider and/or driver is eligible as entered and agree for myself and my representatives to be bound by the Constitution and rules of Equestrian Canada (EC) at this competition. It is hereby recognized that all equestrian sports involve inherent risk and that no headgear or protective equipment can protect against all foreseeable injury. I hereby accept this risk and hold harmless EC, the competition, their officials, organizers, agents, employees, and their representatives. The person(s) responsible\* agrees to the release of any information on the entry form to EC. (Article A802.4)

I hereby certify that every horse listed on this entry form has met the requirements of Article A519, Vaccinations and is considered healthy and has a normal resting body temperature. Any temperature found to be above 38.9°C in a quiet, resting horse is to be reported to the horse show veterinarian. I have also read and will abide by the requirements of the National Biosecurity Standards for the Equine Sector as a competitor.

<https://inspection.canada.ca/animal-health/terrestrial-animals/biosecurity/standards-and-principles/equine-sector/eng/1460662612042/1460662650577>

In the event that \_\_\_\_\_ (*name of junior rider*) participates in an Equestrian Canada sanctioned competition where protective headgear is required for juniors, he/she will wear properly fitted and fastened approved headgear at all times while riding or driving at the event location. It is understood that juniors not meeting this requirement will not be allowed to compete at these competitions. (Article A802.6) See Rules of Equestrian Canada, Section A, General Regulations, Article A905, Headgear.

\_\_\_\_\_  
Signature of Person Responsible\* for Horse

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Rider (*Must be signed by parent if rider is a Junior*)

### **\*Person Responsible (PR):**

The PR for a horse is an adult who has, or shares responsibility for the care, training, custody, and performance of the horse and who has official responsibility for that horse under EC Rules and is liable under the penalty provisions of the Rules for any violation of the EC Rules. The PR must hold an EC license (see Article A203.5). For the purpose of these Rules, the PR is normally the trainer, owner or the competitor who rides or drives the horse during an event, or a parent or legal guardian in the case of junior competitors. The PR is ultimately responsible for the condition, fitness and management of the horse and is alone responsible for any act performed in the stables by himself or herself or by another person with authorized access to the horse, or while the horse is being ridden, driven or exercised. See Article A1011 for further information.

**Per Article A801**, every entry at an EC-sanctioned competition shall constitute an agreement by the PR that the owner, lessee, trainer, manager, agent, coach, driver or rider and horse shall be subject to the EC constitution and all rules of EC and any additional rules set by the competition. It is the responsibility of all individuals participating in any capacity in EC-sanctioned competitions to be knowledgeable regarding the EC constitution and the applicable rules of EC and the additional rules, if any, imposed by the competition. Do not participate in this EC-sanctioned competition in any capacity if you do not consent to be bound by the constitution and rules of EC and any additional rules imposed by the competition.

**Parents and Guardians (Article A213.2)**: A parent or guardian must sign the entry form of a minor child/junior competitor (under 18 years of age). Parents/guardians are not required to have an EC Sport License, provided they agree to abide by the rules and penalties contained in the Rule Book and acknowledge that they are liable under the penalty provisions of the Rules for any violations of the EC Rules by their minor child. Note that a parent/guardian who is signing as a Person Responsible (PR) is bound by the license requirements of PR (see Article A801.6).



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### ASSUMPTION OF RISK AND RELEASE OF LIABILITY

I, \_\_\_\_\_, hereby acknowledge that participation in **Dressage Niagara** activities is purely voluntary. In consideration of the services of **Dressage Niagara**, its agents, owners, affiliates, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on its behalf (hereinafter collectively referred to as “**Dressage Niagara**”, I hereby agree to release and discharge **Dressage Niagara**, on behalf of myself, my heirs, assigns, personal representatives, guardians and estate as follows:

1. **Acknowledgment of Risk:** I recognize the fact that there is an inherent danger in participating in equestrian events, including but not limited to death or injury resulting from (a) riding, jumping, or other activities associated with horses; (b) colliding with fences, or other obstacles (c) slips, falls, or exhaustion. I have fully investigated the equipment/course/facilities and as a result of my personal investigation, I acknowledge that I am aware that there may be dangers, and that myself and/or my horse may suffer injuries as a result of their participation in them. I understand that no amount of care, caution, instruction, or expertise can eliminate this inherent danger.

2. **Assumption of Risk:** In recognition of the known and unknown risks identified above, I expressly agree and promise to accept and assume all of the risks existing in my use and my horse’s use of the equipment/facilities under **Dressage Niagara** supervision, I represent that I have voluntarily chosen to assume all risks associated with these activities.

3. **Release Provision:** I understand and agree that I am assuming full responsibility for any and all death, illness, injury, and property damage and/or loss that I and /or my horse may suffer, in connection with any and all **Dressage Niagara** activities in which I may participate in, including, but not limited to death, illness, injuries or property damages and/or loss arising from, among other things, negligence or carelessness of the part of **Dressage Niagara**. I agree that this release constitutes a complete release, discharge, and waiver of any and all actions or causes of action against **Dressage Niagara**. I agree that I, my heirs, assigns, personal representatives, guardians and estate will not make a claim against, sue, attach the property of, or prosecute **Dressage Niagara**, for injury or damage resulting from negligence or other acts, howsoever caused.

4. **Indemnity Clause:** I hereby indemnify and hold harmless **Dressage Niagara** from any and all liabilities or claims made by other individuals or entities as a result of any of my actions or my horse’s actions while I am engaged in any **Dressage Niagara** activity including any litigation, expenses, attorney’s fees, loss, liability, damage or cost which may occur as a result of any such claims. Should **Dressage Niagara**, be required to incur attorneys’ fees and costs to enforce this agreement, I agree to indemnify and hold them harmless from all such fees and costs.

5. **Continuation of Agreement:** I understand and agree that this release will have the effect of releasing, discharging, waiving, any and all actions or causes of action that I may have or have had against **Dressage Niagara** whether under statutory or common law existing now or in the future, whether past, present or future, whether known or unknown, and whether anticipated or unanticipated by me, and I hereby expressly waive all future unknown claims caused by, or alleged to be caused by, any act or omission by **Dressage Niagara**.

6. **Governing Law, Jurisdiction, and Severability of Provisions.** This Assumption of Risk and Release of Liability shall be governed by laws of the Province of Ontario and construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. In the event that I file a lawsuit against **Dressage Niagara**, I agree to do so solely in the Province of Ontario. I agree that if any portion of this Waiver and Release of Liability is held to be invalid, the rest shall nonetheless remain in full force and effect.



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BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT IF ANYONE IS HURT OR PROPERTY IS DAMAGED DURING MY PARTICIPATION IN A DRESSAGE NIAGARA ACTIVITY, I MAY BE FOUND BY A COURT OF LAW TO HAVE WAIVED MY RIGHT TO MAINTAIN A LAWSUIT AGAINST DRESSAGE NIAGARA ON THE BASIS OF ANY CLAIM FROM WHICH I HAVE RELEASED THEM HEREIN. IT IS THE INTENTION OF THE UNDERSIGNED TO EXEMPT AND RELIEVE DRESSAGE NIAGARA AND ASSOCIATED PARTIES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH. I HAVE CAREFULLY READ ALL PAGES OF THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN DRESSAGE NIAGARA AND I AND AFFILIATED PARTIES AND I SIGN IT OF MY OWN FREE WILL.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ *(Must be signed by parent if rider is a Junior)*

Street: \_\_\_\_\_

City, Province, and Postal Code: \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_

Date of Birth (if Junior): \_\_\_\_\_ Today's Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Farm/Stables Address: \_\_\_\_\_

*Separate forms are required for rider and PR.*