

Chesla Farms and Stables

WAIVER, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Please read carefully as by signing this agreement, you are giving up your right(s) to sue for any injury or damages howsoever caused.

To Chesla Farms. (hereinafter referred to collectively as "The Company") and employees, representatives, officers, Contractors and agents... (hereinafter referred to collectively as "The Company's Employees")

I, We

Hereby sign this Agreement on behalf of myself, my personal representatives, my child(ren), heirs and assigns. If I am acting on behalf of an Association, a Corporation, an Organization, a Company, I, hereby declare that I have been given the full and irrevocable authority by that Association, Corporation, Organization, Company to sign on its behalf this **"absolute, total irrevocable Waiver"**.

1. I, We agree as a precondition and a condition precedent to my (our) Boarding and participation in any and/or all of the activities offered or otherwise organized or conducted on Chesla Farms "The Company" and or "The Company's Employees" and/or others on the Lands and in the Improvements and/or Chattels owned or leased by "The Company" for payment or not, **to be strictly bound by the terms of this Waiver, Assumption of Risk and Indemnity Agreement, (hereinafter referred to as "This Agreement").**
2. Without wishing to limit in any aspect the extend of the said activities allowed to be performed on the Lands and in the Improvements and/or Chattels, owned or leased by" The Company", I, We acknowledge that / Trail Rides or Arena Activities, Walking, or working with horses or crossing the Corrals amongst free Animals, Wagon/Sleigh/Carriage/Hay Rides involve **INHERENT RIKS** that may cause **SERIOUS INJURY AND POSSIBLY DEATHS TO PARTICIPANTS.**
3. *I, We, further recognize that Backcountry Trail, Horse Back Riding, Horse and Wagon/Sleigh/Carriage/Hay Rides involve additional risks and dangers.*
4. I, We, fully understand the risks and dangers associated with my and our Boarding at this Facility and participating in any of these activities (including but not limited to, Tacking up Catching horses walking through Corral, Backcountry Trail Rides, Horse Back Riding, Horse and Wagon/Sleigh/Carriage/Hay Rides ,available on the Lands and in the Improvements and/or Chattels, owned or leased by" The Company", or owned or leased by a Contractor hired for a fee or not by" The Company" and I , We accept same **INHERENT RISKS AT MY AND OUR OWN ABSOLUTE RISK.**
5. I, We, hereby waive any and all claims which I or which We may have against "The Company" and "The Company's Employees" and I, **WE RELEASE IRREVOCABLY AS CONDITION PRECEDENT "The Company" and "The Company's Employees" FROM ALL LIABILITY FOR INJURY, DEATH, PROPERTY DAMAGE OR ANY LOSS SUSTAINED BY ME OR BY OUR HORSE, CORPORATION, ORGANIZATION, COMPANY OR ANY OTHER LOSS SUSTAINED BY ME AND/OR BY MY HORSE, ORGANIZATION, COMPANY AS A RESULT OF MY OR OUR PARTICIPATION IN ANY OF THE SAID ACTIVITIES INCLUDING BUT NOT LIMITED TO, HAY RIDE, HORSE BACK RIDING, TACKING UP , CATCHING HORSES, BACKCOUNTRY TRAILS, TRAIL RIDING, WALKING THROUGH CORRALS, WAGON/SLEIGH/CARRIAGE/HAY RIDES DUE TO ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION WHATSOEVER: NEGLIGENCE ON THE PART OF "THE COMPANY" AND/ OR "THE COMPANY'S EMPLOYEES"AND/OR ANY ORGANIZER OF ANY ACTIVITY (IES) WHATSOEVER.**

6. I, We further agree to indemnify "The Company" and "The Company's Employees" for any and all legal fees (on a solicitor and his own client basis) or costs which may be incurred in defending any lawsuit or claim I, We may bring against "The Company" and "The Company's Employees"
7. I, We appreciate and understand that this Agreement applies whether "The Company" is at fault or not and it limits "The Company Employees" to the same extent as it limits the liability of "The Company" even though "The Company's Employees" are not formal parties to this Agreement.
8. I, We understand that "The Company" in securing execution of this Agreement by myself or by myself acting on behalf of my child(ren), our Association, Corporation, Organization, Company, is acting as Agent or Trustee on behalf of or for the benefit of the Company's Employees", who shall to this extent be or deemed to be parties to this Agreement.

I, We have read and do understand this Agreement. I, We understand that this Agreement contains "A PROMISE" not to sue "The Company" and "The Company's Employees" nor to seek any compensation whatsoever from "The Company" and "The Company's Employees" AND A FULL AND UNCONDITIONAL RELEASE AND INDEMNITY FOR ALL CLAIMS.

Signature _____ Print Name _____ Date _____ Witness: _____
 Individual Participant, Parent, Guardian.

Underage Participants

Signature _____ Print Name _____

Officer (1) Signature and Name: _____ Date: _____

Officer (2) Signature and Name: _____ Date: _____

Signature of two authorized Officers of the Association, Corporation, Organization, Company
 The persons on behalf of the Association, Corporation, Organization, Company, signing this Agreement declares to be duly and fully authorized to bind said Association, Corporation, Organization, Company to the terms and conditions of this Agreement.

Equine Information (Mandatory)

Horse(s) name to be stabled: _____

Emergency Contact Information: _____

Vet Contact: _____

Any Current Health Problems: _____

AEF Membership Number: _____

I declare that the above Horse(s) is current on all vaccinations and deworming as of: _____

I declare said Horse(s) has not been in contact with any infective horses and/or diseases for the last 30 days.

Signature: _____ Date: _____

Authorized by Owner to visit or participate in events or riding of your equine.

Signature _____ Print Name _____ Date _____ Witness: _____
Individual Participant, Parent, Guardian.

Underage Participants

Signature _____ Print Name _____

Signature _____ Print Name _____ Date _____ Witness: _____
Individual Participant, Parent, Guardian.

Underage Participants

Signature _____ Print Name _____

Signature _____ Print Name _____ Date _____ Witness: _____
Individual Participant, Parent, Guardian.

Underage Participants

Signature _____ Print Name _____

I understand that I have authorized the use of my Equine or knowledge of these people attending or visiting with me and my Equine at Chesla Farms

Date: _____

Owner's signature: _____

Date: _____

Officer Signature: _____

Officer Name: _____

Chesla Farms
Box 90, Gibbons, Alberta T0A 1N0
780-942-4491

Boarding Agreement: Late Fees and Notice to Vacate Facility

Upon signing this documentation you are agreeing to the terms and conditions of boarding at Chesla Farms.

- All boarders will be liable to pay a late fee of \$25.00 if board is not paid by the first of each month.
- After a week of arrears, an additional \$25.00 will be applied to the balance owing.
- All NSF cheques will be levied a \$75.00 service charge.
- No horse may be removed from the property until all arrears are paid in full. This includes, but is not limited to, off-site trail rides, clinics or shows.
- After 30 years of non-payment of board, all property stored and boarded at Chesla Farms will become the property of Chesla Farms.
- All Boarders must give, in writing, one month's notice of intent to vacate facility. A month's notice will be given by the first of the month with payment of board.
- No notice will be accepted after the first of each month. If notice is given late it will be the responsibility of the boarder to pay the additional month's board before removing their horse(s) from the facility.

Signature: _____

Date: _____

Please Print Name: _____

Witness Signature: _____

Date: _____