

**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: SUSY NILES o/a IRON HORSE PERFORMANCE, and its directors, officers, employees, instructors, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors and assigns (hereinafter collectively referred to as the “Releasees”)

**RENTAL AGREEMENT**

- (1) I accept full responsibility for the care of the rental equipment (“the Equipment”) listed on this form and I agree to pay for any damage to the Equipment and replace at full retail value any Equipment not returned by the agreed date.**
- (2) I also agree to return the Equipment in clean condition to avoid any additional charges.
- (3) I have made no misrepresentation in regard to my height, weight, age or rider level.
- (4) I am familiar with the proper use of the Equipment. I understand that the rental technicians are able to answer any questions I may have as to the proper use of the Equipment.
- (5) I agree if the helmet is damaged or involved in any kind of accident, I will stop using it, return it to the rental shop and report the accident and or damage immediately or as soon as practicable.

**ASSUMPTION OF RISKS** – I am aware that horse back riding involves risks, dangers and hazards and that injuries are a common and ordinary occurrence of the sport.

**HELMET** – I understand that no headgear can protect against all foreseeable impacts, that horse back riding can expose the user to forces which exceed the limits of protection offered by this helmet, that helmets do not guard against injury to the neck, spine, face or any other part of the body, and that these features are inherent risks of using this equipment. Helmets must be properly fitted to each user, and I agree that this helmet has been properly fitted. I warrant that the helmet is comfortably snug and that when I fasten the chin strap and shake my head there is no significant movement of the helmet.

**I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE USE OF THE EQUIPMENT.**

In consideration of the Releasees accepting my participation in the Iron Horse Performance Program and rental of the Equipment and permitting it for my use in the horses and area facilities (hereinafter “the facilities”), and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

- TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any loss, damage, injury or expense to any third party, resulting from the use of the Equipment;
- 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.
- This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario; and
- Any litigation involving the parties to this Agreement shall be brought within the Province of Ontario.

TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against THE RELEASEES, 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 next of kin may suffer, as a result of my use of or my presence on the facilities DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, RS01990, c.02 ON THE PART OF THE RELEASEES, AND ALSO INCLUDING THE 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 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.

**THIS AGREEMENT MUST BE SIGNED AND DATED PRIOR TO RENTING FROM US.**

**NAME OF CHILD RENTING**

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**NAME OF GUARDIAN**

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**SIGNATURE**

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**DATE (MM/DD/YYYY)**

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