

PARENTAL CERTIFICATION, CONSENT AND RELEASE

I, _____ am the parent or legal guardian of (*print minor's name*) _____, who was born on _____.

I warrant that I possess all the rights, powers and privileges of a parent or legal guardian necessary to execute this legal instrument with binding legal effect.

I certify and affirm that I have been completely and thoroughly informed that as a minor attending Snider Mountain Ranch, my child will participate in certain activities which carry with them a degree of risk and danger.

I understand that it is my obligation to inform Snider Mountain Ranch of any and all health considerations or medical conditions that would restrict my child's participation in any and all activities involving Snider Mountain Ranch or its programs.

On my behalf and on behalf of my minor child participating in these activities, for whom I am legally responsible, I agree to the following:

Assumption of Risks

I am aware and understand that all camp activities, including horses, involve many risks, dangers and hazards, including but not limited to the following:

- 1) Horses, which are powerful and potentially dangerous animals, may change their behaviour at any time and without warning, jump, run wildly, buck, kick, bite or step on people or things;
- 2) Horses may collide with other horses or objects or trip, stumble, or fall even if being attended to, ridden or led;
- 3) Negligence (which means in general terms, a failure to exercise ordinary or proper care) on the part of Snider Mountain Ranch, Snider Mountain Adventures Inc., Lebrun Family Foundation and their directors, officers, employees, agents, trustees, representatives and volunteers, myself, my child or other participants in the activities of Snider Mountain Ranch including the care, riding or leading of horses;
- 4) Equipment may fail, including equipment used in the care, riding or leading of horses; and
- 5) Weather conditions may change during an activity and may present an additional danger.
- 6) I am also aware that the risks, dangers and hazards referred to above exist throughout the trail, stable, riding ring, and other areas and many are unmarked. I understand and acknowledge that no amount of caution, experience or instruction can eliminate all of the risks involved and I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage and damages or loss resulting therefrom.

7) I am also aware that all other camp activities, sports and games carry a risk of injury, and agree to freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage and damages or loss resulting therefrom.

Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration of Snider Mountain Ranch providing me or my child with their horse riding and other services, and permitting me or my child's use of their equipment and other facilities, and Snider Mountain Ranch providing me or my child with the use of their property (hereinafter collectively referred to as "the Services"), I hereby agree as follows:

1) TO WAIVE ANY AND ALL CLAIMS that I or my child have or may have in the future against Snider Mountain Ranch, Snider Mountain Adventures Inc., Lebrun Family Foundation and their directors, officers, employees, agents, trustees, representatives and volunteers (all of whom are hereinafter collectively referred to as the "Releasees") and to release the Releasees from any and all liability for any loss, damage, injury or expense that I or my child may suffer, or that my or my child's next-of-kin may suffer as a result of my or my child's use of the Services or due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care on the part of the Releasees, and including the failure on the part of the Releasees to safeguard or protect me or my child from the risks, dangers and hazards of the activities at Snider Mountain Ranch, including but not limited to those activities referred to above; and

2) TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to the property of or personal injury to any third party resulting from my or my child's use of the Services.

This agreement shall be governed by and interpreted in accordance with the laws of the Province of New Brunswick.

This Release shall be effective and binding on me, and my above-named child and our respective heirs, next-of-kin, executors, administrators, assigns and representatives.

I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the Province of New Brunswick. I agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions hereof which shall continue to be enforceable.

I have fully informed myself of the contents of this PARENTAL CERTIFICATION, CONSENT AND RELEASE by reading it before I signed it.

Dated: _____

(signature of parent or guardian)

(printed name of parent or guardian)