



## PARD Therapeutic Riding

### **WAIVER, RELEASE, SURRENDER AND INDEMNITY BETWEEN:**

**PARD THERAPEUTIC RIDING**  
**PARTY OF THE FIRST PART AND**

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**PARTY OF THE SECOND PART** (Please print name – Rider, Volunteer or Parent/Guardian)

#### 1. ACCEPTANCE OF RISK

The undersigned acknowledges and appreciates that horseback riding, the handling and grooming of horses and related activities are inherently dangerous and subject to risk. Notwithstanding the acknowledged risk of injury or personal harm, the undersigned and/or the child named below, wish to participate in the equestrian related activities organized and sponsored by PARD Therapeutic Riding.

#### 2. WAIVER & RELEASE

FOR VALUABLE CONSIDERATION, the sufficiency of and receipt thereof is hereby acknowledged, and in consideration of the undersigned and/or the child named below being permitted to attend and/or participate in programs offered by PARD Therapeutic Riding, with and for his/her executors, administrators, successors, legal representatives and assigns (all referred to hereinafter as party of the second part) do hereby fully and forever release and discharge PARD Therapeutic Riding, its directors and officers, its agents, servants, employees, independent contractors and representatives, successors and assigns, instructors and associate instructors, owners of all horses used by PARD, Fred and Jeannine Stillman, (all referred to hereinafter as party of the first part) from and against all actions, causes of actions, claims and demands of whatsoever kind or nature on account of any known and unknown injuries, losses and damage suffered by the party of the second part, caused, arising out of or in connection with the undersigned being permitted to attend at or participate in the said programs provided by PARD whether as a spectator, participant or otherwise and notwithstanding the same may have been contributed to or occasioned by the negligence of the parties of the first part.

THE party of the second part further hereby agrees not to make any claim or take any proceedings against any other person or corporation who might claim contribution or indemnity under the provisions of the Negligence Act and amendments thereto from the parties of the first part charged by this waiver and release.

*continued*



### 3. INDEMNITY

FURTHER, the party of the second part will and shall indemnify and save harmless the parties of the first part from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings including legal costs on a solicitor-client basis by whomsoever made, brought or prosecuted in any manner based upon, occasioned or attributed to and any such injury damage or loss as described above.

THE party of the second part hereby acknowledges that full and sufficient consideration is given for the making of the Waiver, Release, Surrender and Indemnity and does hereby forever waive any defence alleging failure of consideration, either total or partial, in any action which may hereafter be brought to enforce this Waiver, Release, Surrender and Indemnity.

THE party of the second part hereby individually and as parents and/or guardians of the child/client named herein, acknowledge that I/We have read and agree to this Waiver, Release, Surrender and Indemnity.

WITNESS:

DATE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
 signature of participant,  
 if over 18  
 (party of the second part)

\_\_\_\_\_  
 signature of parent or legal  
 guardian for

\_\_\_\_\_  
 name of child/client  
 (party of the second part)