



Adult Waiver & Photo Release

ACKNOWLEDGMENT of RISK and RELEASE of LIABILITY – “For Participants 18 or Older” Please Print Clearly

Participant’s Name: _____ Date of Birth: _____

Address: _____ City: _____ Prov: _____ Postal: _____

Every Person must Read and Understand this form before Participating in Equine Activities

TO: ALBERTA CARRIAGE DRIVING ASSOCIATION, their directors, employees, officers, volunteers, business operators, and site property owners. (all of them collectively called the HOST)

Initial each item below After Reading and Understanding the item

- ____ **1. I Understand** there are Inherent **DANGERS, HAZARDS** and **RISKS**, (collectively called **RISKS**) associated with Equine Activities and injuries resulting from these “**RISKS**” are a common occurrence.
- ____ **2. I Acknowledge** that the Inherent “**RISKS**” of Equine Activities mean those **DANGEROUS** conditions which are an integral part of Equine Activities, **including but not limited to:**
 - The propensity of any equine to behave in ways that might result in injury, harm or death to persons on or around them and to potentially collide with, bite or kick other animals, people, or objects.
 - The unpredictability of an equine’s reaction to such things as sounds, sudden movement, tremors, vibrations, unfamiliar objects, persons or other animals and hazards such as subsurface objects.
 - The potential for other participant (s) to act in a negligent manner that might contribute to injury to themselves or others, such as failing to act within their ability or to maintain control over an equine.
- ____ **3. I Freely Accept and Fully Assume All Responsibility** for the Inherent “**RISKS**” and the possibility of personal injury, death, property damage or loss resulting from my Participation in Equine Activities.
- ____ **4. I Acknowledge** that it remains my **Sole Responsibility** to act in such a manner as to be responsible for my own safety and to Participate Within My Own Limits.
- ____ **5. In addition to consideration given for my Participate in Equine Activity, I and my heirs, executors, administrators and assigns (collectively called my “Legal Representatives”) agree**
 - **To Waive All Claims that I might have against the “HOST”;** and
 - **To Release the “HOST” from Any and All Liability** for any loss, damages, injury, or expense that I or my “Legal Representatives” might suffer as a result of my Participation due to any cause whatsoever **including any NEGLIGENCE ON THE PART OF THE “HOST”;** and
 - **To HOLD HARMLESS AND INDEMNIFY THE “HOST”** from any and all liability for property damage or personal injury to any third party which might result from my Participation in Equine Activities.

Before signing this form I read it (as indicated by my initials above) and I stated that I understand it. I know that signing this form, waives certain legal rights I or my “Legal Representatives” might have against the “HOST”.

SIGNED This _____ day of _____ 20____

(Signature of Participant)

(Print Name of HOST Witness)

**Do Not Sign until you Understand
All Items Above**

(Signature of HOST Witness)



Photography Release

This photo release is **OPTIONAL** to sign.

It is up to the individual participant to decide whether or not they choose to grant permission.

This letter confirms the agreement between you and the **ALBERTA CARRIAGE DRIVING ASSOCIATION (A.C.D.A)** regarding your participation in approved A.C.D.A activities in which you may be photographed or videotaped (the Property) from time to time.

For valuable consideration received, you hereby irrevocably grant to A.C.D.A perpetually, exclusively, and for all media throughout the world (including print, non-theatrical, home video, CD-ROM, internet and any other electronic medium presently in existence or invented in the future), the right to use and incorporate (alone or together with other materials), in whole or in part, photographs or video footage taken of you as a result of your participation in approved activities of the A.C.D.A.

You hereby agree that you will not bring or consent to others bringing claim or action against the **ALBERTA CARRIAGE DRIVING ASSOCIATION (A.C.D.A)** on the grounds that anything contained in the Property, or in the advertising and publicity used in connection herewith, is defamatory, reflects adversely on you, violates any other right whatsoever, including without limitation, rights of privacy and publicity. You hereby release A.C.D.A, its directors, officers, successors and assigns from and against any and all claims, demands, actions, causes of actions, suits, costs, expenses, liabilities, and damages whatsoever that you may hereafter have against the A.C.D.A in connection with the Property.

This agreement shall not obligate the **ALBERTA CARRIAGE DRIVING ASSOCIATION (A.C.D.A)** to use the Property or to use any of the rights granted hereunder, or to prepare, produce, exhibit, distribute or exploit the Property.

The **ALBERTA CARRIAGE DRIVING ASSOCIATION (A.C.D.A)** shall have the right to assign its rights hereunder, without your consent, in whole or in part, to any person, firm or corporation.

AGREED TO AND ACCEPTED this _____ day of _____, 20 _____

(Print Name of Participant)

(Print Name of Parent or Guardian)

(Participant Signature)

(Parent or Guardian Signature)

(Participant Telephone Number)

(Print Name of Witness)

(Witness Signature)