

# FACILITY USE WAIVER



**Cherrylane Equestrian Centre Inc.** referred to hereafter as the  
“**Organization**”.

## WAIVER OF LIABILITY FOR ALL CLAIMS AND RELEASE OF LIABILITY

Completed waivers must be returned prior to entry and use of the Organization’s facilities.

By signing below, the participant (named below) or the participant’s Guardian understands and acknowledges the risks, dangers and hazards which are inherent on entering all lands, properties, facilities, structures, installations, vehicles or equipment owned, leased, operated or otherwise controlled by the Organization (the “**Premises**”), which risks include, but are not limited to: the potential for bodily injury or illness (including contraction of COVID-19); contact or interaction with others who may have been exposed to COVID-19; close proximity to or contact with surfaces, equipment, fixtures or other objects that, despite the Organization’s efforts, may be infected with COVID-19 or other communicable illnesses; permanent disability, paralysis or loss of life; collision with natural or manmade objects; tripping hazards; imperfect venue or field of play conditions; equipment failure; participants of varying skill levels; the negligent use of the Premises by others; inadequate safety measures or unsafe Premises; other circumstances known, unknown or beyond the control of the Organizer, its partners, sponsors, agents, affiliates, directors, employees, officers, therapists or volunteers (together, the “**Releasees**”); or negligence or omission of the Releasees (collectively, the “**Risks**”).

In consideration for allowing the participant to use the Premises, the participant: (a) releases, discharges and forever holds harmless the Releasees from any and all liability for damages or loss arising as a result of the Risks arising from entry into or use of the Premises; (b) waives any right to sue the Releasees in respect of all causes of action (including for injuries or illness caused by their own negligence), claims, damages or losses of any kind that may arise as a result of the Risks or in connection with entry into or use of the Premises, including without limitation the right to make a third party claim or claim against the Releasees arising from the same; and (c) freely assumes all risks associated with the Risks or anything incidental to the Risks, which may arise as a result of or in connection with use of the Premises. You are giving up legal rights to any and all future claims against the organization and releasees.

I confirm that I have read and fully understand this waiver and release of liability. I sign this waiver and release of liability voluntarily without any inducement, assurance or warranty being made to me.

**Print Name:** \_\_\_\_\_  
the “Participant”

**Date of Birth:** \_\_\_\_\_  
(mm/dd/yyyy)

**Print Name:** \_\_\_\_\_  
the “Guardian” (if Participant is a minor)

**Signature:** \_\_\_\_\_  
Participant or Guardian

**Date:** \_\_\_\_\_  
(mm/dd/yyyy)

## COVID-19 ATTESTATION AND AGREEMENT

By signing below, the participant (named below) or the participant's Guardian attests that the Participant:

1. Does not knowingly have COVID-19;
2. Is not experiencing any known symptoms of COVID-19, such as fever, cough, shortness of breath or malaise.
3. Has not travelled internationally during the past 14 days;
4. Has not frequented a COVID-19 high risk area in the Province during the last 14 days;
5. Has not, in the past 14 days, knowingly come into contact with someone who has COVID-19, who has known symptoms of COVID-19 or is self-quarantining after returning to Canada;
6. Has been following government recommended guidelines in respect of COVID-19, including practicing physical distancing.

Furthermore, by signing below, the participant agrees that while attending the facility, they:

1. Will follow the laws, recommended guidelines, and protocols issued by the Government of the Province in respect of COVID-19, including practicing physical distancing, and will do so to the best of their ability while attending the facility;
2. Will follow the guidelines and protocols mandated by the Organization in respect of COVID-19;
3. Will, in the event that that they experience any symptoms of illness such as a fever, cough, difficulty breathing, shortness of breath or malaise, immediately:
  - a. inform a representative of the Organization; and
  - b. depart from the facility.

By signing below, I confirm that I have read and fully understand and agree to the terms and conditions stated herein.

**Print Name:** \_\_\_\_\_  
the "Participant"

**Date of Birth:** \_\_\_\_\_  
(mm/dd/yyyy)

**Print Name:** \_\_\_\_\_  
the "Guardian" (if Participant is a minor)

**Signature:** \_\_\_\_\_  
Participant or Guardian

**Date:** \_\_\_\_\_  
(mm/dd/yyyy)

**Phone #:** \_\_\_\_\_