

**ACKNOWLEDGMENT OF RISK AND RELEASE OF LIABILITY**

**Warning: This Agreement will affect your legal rights. READ IT CAREFULLY**

**The Participant (or Their Parent/Guardian if a Minor) Must Sign This Waiver Before Participating in Fair Activities Listed Below**

The following waiver of all claims, release from all liability, assumption of risks, indemnity agreement and other terms of this agreement are entered into for the benefit of the North Peace Fall Fair Society, its directors, officers, employees, volunteers, business operators, agents, site property owners, or lessees (collectively the "Fair"). "Fair Activities" means the activities that the Participant participates in at the North Peace Fall Fair and includes the following activities that the undersigned is providing expressed consent to participate in (check items where consent applies):

- Heavy Horse Pull                       Log Sawing and Spike Driving                       Stock Dogs
- Stage Entertainment                       Large Animal Show                       Tractor Pull
- Horseshoe Tournament                       Small Animal Show                       Light Horse
- Lawn Mower Agility

**Initial each item below after understanding and agreeing to each:**

- \_\_\_\_\_ 1. I am aware that there are inherent dangers, hazards and risks associated with Fair Activities and injuries resulting from these risks are a common occurrence. I am aware that the risks include but are not limited to the following:
  - (a) the propensity of any animals to behave in ways that may 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;
  - (b) the unpredictability of an animal's reaction to such things as sounds, sudden movement, tremors, vibrations, unfamiliar objects, persons or other animals and hazards;
  - (c) the potential for other participants to behave in a negligent manner that may contribute to injury to themselves or others, including failing to act within their abilities;
  - (d) the potential for spectators to behave in a negligent manner that may contribute to injury to participants or others; and
  - (e) the potential for buildings, materials, equipment or supplies to malfunction, fail, collapse or cause electric shock.
- \_\_\_\_\_ 2. I freely accept and fully assume all responsibility for all risks and possibilities of any and all personal injury, death, property damage or loss resulting from the Participant's participation of the Fair Activities.
- \_\_\_\_\_ 3. I agree that although the Fair has taken steps to reduce risks and increase the safety of the Fair Activities, it is not possible for the Fair to make the Fair Activities completely safe. I accept these risks and agree to the terms of this waiver, even if the Fair is found to be negligent or in breach of any duty of care or any obligation to the Participant in their participation in Fair Activities.
- \_\_\_\_\_ 4. In consideration for the Fair permitting the Participant to participate in the Fair Activities, I and my successors, executors, administrators and assigns (collectively my "Legal Representatives") agree:
  - (a) to waive all claims that the Participant may has or may have in the future against the Fair;
  - (b) to release and forever discharge the Fair from all liability for personal injury, death, property damage, or loss that I, my Legal Representatives, or the Participant might suffer as a result of the Participant's participation in Fair Activities due to any cause, including but not limited to negligence, breach of any duty imposed by law, breach of contract or mistake or error in judgment of the Fair; and
  - (c) to be liable for and to hold harmless and indemnify the Fair from all actions, proceedings, claims, damages, costs, demands, including court costs and costs on a solicitor and own client basis, and liabilities of whatsoever nature or kind arising out of or in any way connected to the Participant's participation in the Fair Activities.
- \_\_\_\_\_ 5. I agree that this waiver and all terms contained herein are governed exclusively and in all respects by the laws of British Columbia. I hereby irrevocably submit to the exclusive jurisdiction of the courts of British Columbia.
- \_\_\_\_\_ 6. I confirm that I have had sufficient time to read and understand this waiver in its entirety.
- \_\_\_\_\_ 7. (If Participant is a Minor) I confirm that I am the Parent/Guardian of the Participant and warrant that I have authority to sign this waiver.

Participant Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_  
 Parent/Guardian Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

\_\_\_\_\_  
 Signature of Participant                      Signature of Witness (or Parent/Guardian if Minor)