

STALL RELEASE FORM -- 2017

The Windsor Agricultural Society and the Hants County Exhibition hereby agrees to provide a stall(s) to:

Name of Exhibitor _____

Address _____

POSTAL CODE: _____

Telephone Number _____

The stall(s) may be used for the following period:

Sept. 14, 15, 16, 17, 2017

This form is to be signed by the owner or agent. The person voluntarily signing this form agrees to indemnify, exonerate and hold harmless the Society, the Hants County Exhibition, their Committee, Officials, Employees and Agents from and against all damage and expenses arising out of any accident or occurrence causing injury (including death) or damage to property arising from use of the stall(s).

Stalls used are required to post their name and phone number where they may be reached in case of an emergency on the stall. Exhibitors staying in the Trailer Park are to state which lot they are in, a description of their trailer and license plate number.

Should stall user determine that the stall is not suitable for their animal they may ask for repairs. If repairs are not satisfactory the exhibitor will be excused from exhibiting at the Show.

Signed by Exhibitor or Agent

Date: _____ 2017

**ADULT WAIVER FOR MINOR PARTICIPANT RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT. BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL
RIGHTS,
INCLUDING THE RIGHT TO SUE. PLEASE READ CAREFULLY!**

In consideration for allowing my minor child/ward to participate in all related events and activities of **WINDSOR AGRICULTURAL SOCIETY** I hereby warrant and agree:

1. I am the parent/guardian having full legal responsibility for decisions regarding my minor child/ward, *namely* _____; and
2. I am familiar with and accept, on behalf of myself and my minor child/ward that there is the risk of serious injury and death in participation in **HANTS COUNTY EXHIBITION** and in competitive **HANTS COUNTY EXHIBITION** in particular; and
3. I have satisfied myself and believe that my minor child/ward is physically, emotionally and mentally able to participate in this program, and that his/her equipment is mechanically fit for his/her use in this program; and
4. I understand, and will instruct my minor child/ward, that all applicable rules for participation must be followed and that at all times the sole responsibility for personal safety remains with my minor child/ward; and
5. I will immediately remove my minor child/ward from participation, and notify the nearest official, if at any time I sense or observe any unusual hazard or unsafe condition or if I feel that my minor child/ward has experienced any deterioration in his/her physical, emotional or mental fitness for continued participation in the program.
6. I authorize **WINDSOR AGRICULTURAL SOCIETY** to consent to emergency medical treatment in accordance with the best interests of my minor child/ward, should I not be present at the relevant time to grant consent myself.

I UNDERSTAND AND AGREE, ON BEHALF OF MY MINOR CHILD/WARD, HIS/HER HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, MYSELF, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN THAT MY EXECUTION OF THIS DOCUMENT CONSTITUTES:

1. AN UNQUALIFIED ASSUMPTION OF ALL RISKS associated with participation in this program by my minor child/ward even if arising from negligence or gross negligence, including any compounding or aggravation of injuries caused by negligent first aid operations or procedures, of the program organizer, the program venue and any persons associated therewith or participating therein; and
2. A FULL AND FINAL RELEASE AND WAIVER OF LIABILITY AND ALL CLAIMS that I have or may in the future have against **WINDSOR AGRICULTURAL SOCIETY** and its directors, officers, employees, guides and representatives, advertisers, other participants, sponsors (all of whom are collectively referred to as "the Releasees") from any and all liability for any loss, damage, injury or expense that my minor child/ward may suffer, or that his/her next of kin may suffer as a result of his/her use of or presence at, **THE WINDSOR AGRICULTURAL SOCIETY**, facilities, due to any cause whatsoever, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE RELEVANT OCCUPIERS LIABILITY ACT OR ANY OTHER RELEVANT STATUTES, on the part of the Releasees.
3. AN AGREEMENT NOT TO SUE THE RELEASEES for any loss, injury, costs or damages of any form or type, howsoever caused or arising, and whether directly or indirectly from the participation of my minor child/ward in the program; and
4. AN AGREEMENT TO INDEMNIFY, and to SAVE and HOLD HARMLESS the RELEASEES, and each of them, from any litigation expense, legal fees, liability, damage, award or cost, of any form or type whatsoever, they may incur due to any claim made against them or any one of them whether the claim is based on the negligence or the gross negligence of the Releasees or otherwise.
5. AN ACKNOWLEDGMENT that I HAVE READ THIS DOCUMENT THOROUGHLY..

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN SUBSTANTIAL LEGAL RIGHTS WHICH MY MINOR CHILD/WARD, HIS/HER HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS AND I MAY HAVE AGAINST THE RELEASEES.

I SIGN THIS DOCUMENT VOLUNTARILY AND WITHOUT INDUCEMENT.

Signature of Parent/Guardian

Printed name of Parent/Guardian

Signature of Witness to Signature of
Parent/Guardian

Printed Name of Witness

_____, 2017
Date

Age of Minor Child/Ward

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

PLEASE READ CAREFULLY!

In consideration for allowing me to participate in any or all events and related activities of the *Horse Shows Conducted By The Windsor Agricultural Society* I hereby warrant and agree that:

I am familiar with and accept that there is always the risk of serious injury and death resulting from participation in any organized recreational activity particularly those involving horse show events, competitions and like activities offered as part of the programme of the *Windsor Agricultural Society* and

1. I have satisfied myself, and believe, that I am physically, emotionally and mentally able to participate in this programme, and that my equipment is appropriate for use in this programme; and
2. I understand that all applicable rules for participation must be followed and that at all times the sole responsibility for personal safety remains with me; and
3. I will immediately remove myself from participation, and notify the nearest official, if at any time I sense or observe any unusual hazard or unsafe condition or if I feel that I have experienced any deterioration in my physical, emotional or mental fitness, or that of my equipment, or exceeded my comfort level, for continued participation in any event or related activity.

I UNDERSTAND AND AGREE, ON BEHALF OF MYSELF, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN THAT MY EXECUTION OF THIS DOCUMENT CONSTITUTES:

1. AN UNQUALIFIED ASSUMPTION BY ME OF ALL RISKS associated with my participation in any or all of the events and related activities of the *Windsor Agricultural Society Horse Shows* even if arising from the negligence or gross negligence, including any compounding or aggravation of injuries caused by negligent rescue operations or procedures, of the *Windsor Agricultural Society*, any event organizer, event venue and any and all persons associated therewith or participating therein in any capacity; or in transportation to and from such events and activities, and
2. A FULL AND FINAL RELEASE AND WAIVER OF LIABILITY AND ALL CLAIMS that I have, or may in the future have, against the *Windsor Agricultural Society*, all associated sponsors and partners, and their respective directors, officers, employees, coaches, leaders, contractors, agents and representatives, advertisers, volunteers, others participating in any capacity, (all of whom are collectively referred to as "the Releasees") from any and all liability for any loss, damage, injury or expense that I may suffer as a result of my use of or my presence at event facilities, or my participation in any part of, or presence at, any or all of the events and related activities of the Releasees due to any cause whatsoever, INCLUDING NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE RELEVANT *OCCUPIERS LIABILITY ACT* ON THE PART OF THE RELEASEES.
3. AN AGREEMENT NOT TO SUE THE RELEASEES for any loss, injury, costs or damages of any form or type, howsoever caused or arising, and whether directly or indirectly, from my participation in any aspect of the said events and related activities; and
4. AN AGREEMENT TO INDEMNIFY, and to SAVE and HOLD HARMLESS the RELEASEES, and each of them, from any litigation expense, legal fees, liability, damage, award or cost, of any form or type whatsoever, they may incur due to any claim made against them or any one of them whether the claim is based on the negligence or the gross negligence of the Releasees or otherwise.
5. an agreement that this document be governed by the laws, and in the courts of the Province of Nova Scotia.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN SUBSTANTIAL LEGAL RIGHTS WHICH I AND MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

**I SIGN THIS DOCUMENT VOLUNTARILY AND WITHOUT INDUCEMENT this _____ day of _____, 2017
at Windsor, N.S., Canada**

Signature of Participant

Printed name of Participant

Signature of Witness

Printed name of Witness