

Provincial Winter Fair

RELEASE OF LIABILITY & ACKNOWLEDGEMENT OF RISK

email _____

NAME OF _____ Phone # _____

CLUB/ ADDRESS OF PARTICIPANT _____ Postal Code _____

EVERY PARTICIPANT SHALL CAREFULLY READ THIS NOTICE BEFORE SIGNING. NO OWNER/PARTICIPANT WILL BE ALLOWED TO PARTICIPATE IN FAIR ACTIVITIES (CALLED THE ACTIVITY) OR HAVE THEIR ANIMAL/PROJECT BOARDED PRIOR TO READING AND SIGNING THIS FORM.

TO: R450 Holdings Ltd. dba Circle Creek Equestrian Centre and the Kamloops Exhibition Association

their directors, officers, employees, representatives, agents, officials, volunteers, business operators and site property owners, (all of them collectively called the HOST).

I am aware and understand that there are Inherent DANGERS, HAZARDS AND RISKS, (collectively called RISKS) associated with Fair Activities. I Acknowledge that these Inherent "RISKS" of Fair Activities mean those DANGEROUS conditions which are an integral part of Fair Activities, including but not limited to:

1. The propensity of any Livestock to behave in ways that may result in injury, harm or death to persons on or around them and/or damage to property in their vicinity;
2. The unpredictability of an animal's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals;
3. The Livestock's response to certain hazards such as surface and subsurface objects;
4. Collisions with other livestock, animals, people and objects;
5. The potential of any participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or to act within his or her ability.

I understand that injuries resulting from such "RISKS" are a common and ordinary occurrence associated with Fair Activities. **I freely accept and fully assume all the "RISKS" and the possibility of personal injury, death, property damage or loss from being a Participant. 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.** In consideration of the "HOST" Boarding my animal/project or permitting my Participation in the "ACTIVITY", I together with my heirs, executors, administrators and assigns, (Collectively called my "Legal Representatives") agree:

1. To **WAIVE ALL CLAIMS** that I may have against the "Host" and
2. To **RELEASE THE "HOST" FROM ANY AND ALL LIABILITY** for any loss, damages, injury,, or expense that I or my "Legal Representatives" may suffer as a result of my animal/project(s) being Boarded or my Participation in the "ACTIVITY" due to any cause whatsoever **INCLUDING NEGLIGENCE ON THE PART OF THE "HOST"** and,
3. **TO HOLD HARMLESS AND INDEMNIFY THE "HOST"** from any and all liability for any injury to the animal/project(s) or any property damage or personal injury to any third party resulting from my animal/project(s) being boarded or my Participation in the "ACTIVITY" and,
4. To maintain in effect a minimum of \$1,000,000.00 third party liability insurance on the animal/project(s) while engaged in Fair activities conducted by the "HOST".

I have read and understand the Rules of the Boarding facility and the "Activity" which apply to me. I agree to abide by those Rules and Acknowledge that a breach of the Rules may among other things, result in my expulsion from the Boarding facility or the "ACTIVITY". Before I signed this Release and Acknowledgment, I read it and I state that I understand it. I am aware that by signing this Release and Acknowledgment, I am waiving certain legal rights which I might have against the "HOST", or, if I die, by signing this Release and Acknowledgments, I am waiving certain rights that my Legal Representatives may have against the "HOST".

SIGNATURE OF OWNER/PARTICIPANT

DATE



OR IF THE OWNER/PARTICIPANT IS A MINOR (UNDER 18 YEARS OF AGE AT DATE OF SIGNING)

I am the legal guardian of the Owner/Participant named herein and am executing this Release and Acknowledgment on behalf of the Owner/Participant in my capacity as guardian and with the intent that this Release and Acknowledgment be binding on the infant Owner/Participant for all legal purposes. Before I signed this Release and Acknowledgment, I read it and I state that I understand it. I am aware that by signing this Release and Acknowledgment, I am waiving certain legal rights which I may have against the "HOST", and which the infant Owner/Participant has against the "HOST". In the event of my death or the death of the infant Owner/Participant, by signing this Release and Acknowledgment, I am waiving all legal rights which my Legal Representatives or the Legal Representatives of the infant Participant may have against the "HOST".

Signature of Owner/Participant

Signature of Guardian of Owner/Participant

Date Signed



Provincial Winter Fair Media Release Form

(Every exhibitor must sign and return to the PWF Office)

The Kamloops Exhibition Association (KXA) requests your permission to post photos and/or videos on the Provincial Winter Fair website, social media channels, advertising, and/or additional publications such as reports.

Such photos and/or videos, either in their entirety or portions thereof, may be used for promotional purposes by the Kamloops Exhibition Association, in print or video format for broadcast purposes.

I hereby authorize the Kamloops Exhibition Association to use my photo and/or videos in publications, videos, and online material in perpetuity* that promotes the Provincial Winter Fair and related KXA events.

OR

I do not authorize the Kamloops Exhibition Association to use my photos and/or videos in publications, videos, and online material that promotes the Provincial Winter Fair and related KXA events.

Participant (Please Print)

Signature

Date

If you are under 18 years of age, a parent/guardian is required to sign this form

Parent/Guardian (Please Print)

Signature

Date

**Perpetuity – providing consent with no fixed end date until exhibitor provides written notification of withdrawing consent for photo and media release*