



83rd PROVINCIAL WINTER FAIR

September 24 – 27, 2021

210 – 166 Oriole Road, Kamloops BC V2C 4N7

email: pwfsecretary@gmail.com

www.provincialwinterfair.com

*All events at Circle Creek Equestrian Centre, Running Horse Ranch Rd
Highway 5A, Kamloops BC*



YOUR LEGAL RIGHTS ARE IMPACTED BY THIS DOCUMENT. PLEASE REVIEW IT CAREFULLY BEFORE SIGNING. Every tech team member, volunteer, and exhibitor shall carefully read this notice before signing. No tech team member, volunteer, or exhibitor will be allowed to attend or participate in the provincial (called the Activity) prior to reading and signing the form. To the Kamloops Exhibition Association and its Provincial Winter Fair committee and R450 Holding Ltd. dba Circle Creek Equestrian Centre, their directors, officers, employees, representatives, agents, officials, volunteers, business operators, and site property owners (all of them collectively called the Host):

Please read carefully and initial each acknowledgement:

In consideration of participating/working/volunteering at the Provincial Winter Fair, related events and activities, the undersigned acknowledges the following:

<i>Acknowledgements (these acknowledgements impact your legal rights):</i>	<i>Initials</i>
1. Coronavirus/COVID-19 is highly contagious and I voluntarily assume the risk that I may be exposed to or infected by Coronavirus/COVID-19 by participating in the Activity and that such exposure or infection may result in personal injury, illness, permanent disability, or death to myself, my child(ren) or other family members or individuals that we may interact with Activity.	
2. I understand and acknowledge that the risk of myself becoming exposed to or infected by Coronavirus/COVID-19 may result from the actions, omissions, or negligence of myself and others, including but not limited to, KXA, the Host and/or Circle Creek. I further agree and acknowledge that I am increasing the risk of myself becoming exposed to or infected by Coronavirus/COVID-19 by participating in the Activity.	
3. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself, my child(ren), and other family members or individuals that we may interact with outside of the Activity including, but not limited to, personal injury, disability, and death, illness, damage, loss, claim, liability or expenses of any kind, that I, my child(ren) or other family members or individuals that we may interact with outside of the Activity may experience or incur in connection with my or my child(ren) participating in this event.	
4. On my behalf, and on behalf of my child(ren), our heirs, any personal representative and next of kin, I hereby release, covenant not to sue, discharge, and hold harmless the Host from all claims, including all liabilities, claims, actions, damages, costs or expenses of any kind, arising out of or relating thereto. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of the Host, or their respective employees, volunteers, agents, representatives and affiliates, whether a Coronavirus/COVID-19 infection occurs before, during or after participation in the Activity.	
5. I understand that by signing this document, I agree that if I or my child(ren) are	

<p>exposed to or infected by Coronavirus/COVID-19 during participation in the Activity, then I or my child(ren) may be found by a court of law to have waived our right to maintain a lawsuit for a claim of negligence.</p>	
<p>6. I represent neither I nor my (child)ren, have any medical or physical condition which could interfere with safety participating in the Activity programming, or else I am willing to assume the risk of and bear the costs of all risks that may be created, directly or indirectly, by any such condition.</p>	
<p>7. I agree that I will practice safe social distancing and clear hygiene during my participation in the Activity and follow the Enhanced Safety Plan.</p>	
<p>8a) Neither myself nor my child(ren) are experiencing any symptoms of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell, and I agree that myself nor my child(ren) will not participate in the Activity if we are experiencing symptoms of illness.</p> <p>8b) Neither myself nor my child(ren) have traveled internationally within the last 14 days, and agree not to participate in any future Activity if we have traveled internationally within 14 days of this event.</p> <p>8c) Neither myself nor my child(ren) have traveled to a highly impacted area within Canada in the last 14 days, and I agree that neither my child(ren) nor I will participate in any future Activity if we have traveled to a highly impacted area within Canada within 14 days of this event.</p> <p>8d) Neither nor my child(ren) have been diagnosed with Coronavirus/COVID-19 and not yet cleared as non-contagious by provincial or local public health authorities, and I agree that neither myself nor my child(ren) will participate in any future Activity if we are diagnosed with Coronavirus/COVID-19 and not yet cleared as non-contagious by provincial or local public health authorities.</p> <p>8e) I do not believe that I or my child(ren) have been exposed to someone with a suspected and/or confirmed case of the Coronavirus/COVID-19 and I agree that neither myself nor my child(ren) have been exposed to someone with a suspected and/or confirmed case of the Coronavirus/COVID-19.</p> <p>8f) I and my child(ren) are following all public health authority recommended guidelines and limiting my/our exposure to the Coronavirus/COVID-19 and I agree that neither myself nor my child(ren) will participate in any future Activity unless we continue to follow all public health authority recommended guidelines and limit my/our exposure to the Coronavirus/COVID-19.</p>	

I have read and understood this document and I agree to be bound by its terms.

Exhibitor's Name: _____

Exhibitor/Guardian's Signature: _____

Date Signed: _____

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*