

# 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

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**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*