



HillBilly Resort Inc.

Box 187, Fraserwood, MB ROC 1A0
Hwy 231 & 12E Next to Crazy Jumpers Dog School
Email: info@HillBillyResort.org Website: HillBillyResort.org
Phone: 204-330-3200

ACKNOWLEDGMENT OF RISK AND RELEASE OF LIABILITY

Every Person Must Read and Understand this Waiver Before Participating in the Animal & Nature-Assisted Activities

The following waiver of all claims, release from all liability, assumption of all risks, agreement not to sue and other terms of this agreement are entered into by me (the Participant) with and for the benefit of HillBilly Resort Inc.™ Animal & Nature Assisted Therapy a.k.a HillBilly Hiking, agree to release, indemnify, defend, and hold harmless the officers, members, managers, employees, business operators, agents, tenants, site-property owners or leasees, guests and invitees of each group, from and against any form of loss, cost, damage, injury, and/or any other claim resulting from or occasioned by (i) my participation in or instructional training provided at the HillBilly Resort Inc. classes, health programs or workshops held at 19-19-3E SW (“Land and Buildings”), and (ii) my presence at and/or use and occupation of the land and buildings. Without limiting the generality of the foregoing, “Animal and Nature Activities” include but are not limited to interacting with large animals including wildlife, being in a nature environment, nature walks, skating, tobogganing, nature crafting or building in nature, provided by the “Host” to the Participant.

Initial Each Item Below After Reading and Understanding Each Item:

I am aware that there are inherent dangers, hazards, and risks associated with animal and nature activities and injuries resulting from these “Risks” can occur. I am aware that the risks of animal and nature activities mean those dangerous conditions which are an integral part of animal and nature activities, including but not limited to:

____(a) the propensity of any ruminant, canine, feline or fowl 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 ruminant, canine, feline or fowl’s reaction to such things as sounds, sudden movement, tremors, vibrations, unfamiliar objects, persons or other animals and hazards such as subsurface objects.

____(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 to maintain control over the ruminant, canine, feline or fowl; and

____(d) the potential for participants to fall over or from obstacles, from animals & nature, or from moving vehicles that may be found in a nature setting.

_____(e) the potential to be at greater risk of illness or infection while participating in an outdoor setting or with any ruminant, canine, feline, or fowl, particularly for person with auto-immune deficiencies.

_____(f) the potential to be at greater risk of illness or infection while participating with animals while pregnant.

_____(g) the potential for wildlife encounters and the unpredictable nature of such animals.

_____(h) I further agree to release, indemnify, defend, and hold harmless the members, managers, employees, agents, tenants, guests and invitees of each group, from and against any loss, cost, damage, injury, and/or any other claim resulting from or occasioned by

(i) my participation in or instructional training provided at the HillBilly Resort Inc. classes, health programs or workshops held at 19-19-3E SW ("Land and Buildings"), and

(ii) my presence at and/or use and occupation of the land and buildings.

____ I freely accept and fully assume all responsibility for all "Risks" and possibilities of personal injury, death, property damage or loss resulting from my participation in "Animal and Nature Activities".

____ All pregnant visitors to HillBilly Resort Inc.™ will refrain from: strenuous or over-extending work, activities, or demonstrations; being near animals that have recently given birth; being near cat litter boxes or feces.

____ I fully assume responsibility for all "Risks" of personal injury, death, property damage or loss resulting from my behavior while participating in "Animal and Nature Activities".

____ I agree that although the "Host" has taken steps to reduce the "Risks" and increase the safety of the "Animal and Nature Activities", it is not possible for the "Host" to make the "Animal and Nature Activities" completely safe and foresee all possible dangers. I accept these "Risks" and agree to the terms of this waiver on/at 19-19-3E SW ("Land and Buildings") email: info@HillBillyResort.org

____ In addition to consideration given to the "Host" for my participation in "Animal and Nature Activities", I and my heirs, next of kin, executors, administrators, and assigns (collectively my "Legal Representatives") agree:

(a) to waive all claims that I have or may have in the future against the "Host".

(b) to release and forever discharge the "Host" from all liability for any personal injury, death, property damage, or loss that I, the Dependent Participant, or "Legal Representatives", might suffer as a result of the Dependent Participant's participation in "Animal and Nature Activities" due to any cause; and

(c) to be liable for and to hold harmless and indemnify the "Host" 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 with my participation in "Animal and Nature Activities".

____ I agree that this waiver and all terms contained herein are governed exclusively and in all respects by the laws of the Province or Territory of Canada in which the "Animal and Nature Activities" are provided by the "Host". I hereby irrevocably submit to the exclusive jurisdiction of the courts of that Province or Territory of Canada and I agree that no other court can exercise jurisdiction over the terms and claims referred to herein. Any litigation to enforce this waiver will

be instituted in the Province or Territory of Canada in which the "Animal and Nature Activities" are provided by the "Host".

_____ I confirm that I have had sufficient time to read and understand this waiver in its entirety. I understand that this agreement represents the entire agreement between myself and the "Host", and it is binding on myself and my "Legal Representative".

_____ I confirm that I have reached the age of majority in the province in which I am participating in "Animal and Nature Activities" or have parent/guardian consent.

_____ I acknowledge that the HillBilly Resort Inc. does not have personal injury insurance that covers my participation. Therefore, I should have a current, active, personal injury insurance policy in force, which covers my participation. Under any condition, I am responsible for any and all medical expenses arising from my participation, both in Hiking and activities on the property. I have the right and responsibility to inspect facilities prior to events and, if I believe that anything may be unsafe, I will advise the facilitator or supervisor of the condition and may refuse to participate.

_____ I authorize my photograph, picture or likeness, and voice to appear in any documentary, promotion (including advertising), television, video, or radio coverage of the HillBilly Resort Inc. , or Sherry Lynn Lane, without compensation.

_____ I hereby release, waive liability, discharge, hold harmless, indemnify, and covenant not to sue, HillBilly Resort Inc., Sherry Lane, employees, coaches, trainers, volunteers, sponsors and advertisers, and other agents, estates, or executors, from any and all liability incurred in the conduct of, and my participation in their programs. This includes owners, lessors, and lessees of premises, municipalities, government agencies, successors, heirs, and assigns.

PLEASE PRINT CLEARLY

Participant Name _____ Date of Birth (minor) _____

Complete Address _____

Phone Number _____

_____ I am the parent/guardian of the dependant participant and I am executing this waiver on behalf of the dependant participant in my capacity as the parent/guardian and with the intent that this waiver be binding on myself and the dependant participant for all legal purposes.

Parent/Guardian Name _____

Signature Parent/Guardian _____ Date: _____

Print Name of Witness _____

Signature of Witness _____ Date: _____