



Insurance Committee

Back Country Horsemen Society of BC (BCHBC)

Additional Waiver

– GENERAL OVERVIEW, UNDERSTANDING AND ACKNOWLEDGEMENT OF RISK
WAIVER OF CLAIMS, HOLD HARMLESS AND RELEASE FROM LIABILITY WARNING:
AS A TERM AND CONDITION OF ACQUIRING A MEMBERSHIP WITH THE
**BACK COUNTRY HORSEMEN SOCIETY OF BC, YOU ARE GIVING UP CERTAIN LEGAL
RIGHTS, INCLUDING THE RIGHT TO SUE, AND YOU ASSUME CERTAIN LIABILITIES**

PLEASE READ THOROUGHLY AND ENSURE YOU UNDERSTAND COMPLETELY
**In completing a membership purchase or renewal, it is recognized that all Adult Members
of the Society, accept this document as a Term and Condition of their Membership**

TO: Back Country Horsemen Society of BC (BCHBC) - the "Society"

RE: All and any "Events and Activities" sponsored or coordinated by the "Society". Without limiting the generality of the foregoing, "Events and Activities" include but is not limited to equine activities such as trail rides, pack trips, hiking, camping, horsemanship and/or riding instructions, education and other events and activities such as meetings, social events, fundraising events, project work (commonly referred also as "workbees"), equipment and tool use (large and small, power and hand), motorized transportation, collectively referred to as "Events and Activities", of which I am a participant.

- 1 I freely accept and fully assume all responsibility for all "Risks" and possibilities of any and all personal injury, sickness, disease, medical payments, death, property damage or loss resulting from my participation in any BCHBC "Events and Activities".
- 2 I agree that although the "Host" has taken steps to reduce the "Risks" and increase the safety of the "Events and Activities", it is not possible for the "Host" to make the "Events and Activities" completely safe. I accept these "Risks" and agree to the terms of this waiver even if the "Host" is found to be negligent or in breach of any duty of care or any obligation to me in my participation in the "Events and Activities".
- 3 In addition to consideration given to the "Host" for my participation in "Events and 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 resulting from my participation in the "Events and Activities" activity due to any cause, including but not limited to negligence (failure to use such care as a reasonably prudent and careful person would use under similar circumstances), breach of any duty imposed by law, breach of contract or mistake or error in judgment of the "Host"; 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 "Events and Activities".
- 4 ***Specifics as related to Projects and Workbees.*** Furthermore, I am specifically aware that there are inherent dangers, hazards and risks more directly associated with an activity such as a project or workbees (collectively "Projects") and that and that injuries resulting from these activities are a common occurrence. I am aware that the "Risks" of participating in "Projects" mean those dangerous conditions and or actions which are an integral part of "Projects", including but not limited to:
 - a. the requirement of heavy lifting or continuous repetitive work;
 - b. close proximity to loud noises from various tools and equipment;
 - c. exposure to sharp objects or excessively bright lights (welding);
 - d. operations of various hand tools – both hand and power such as, but not limited to, hammers, chain saws, cut-off saws, skill saws, drills, impact drivers, grinders, rakes, shovels;

- 5 I am aware all projects are managed with care and safety as a primary concern for all, however I accept and take responsibility for my own participation and actions in doing so.
- 6 **No Reliance on any Representation.** In entering into this Agreement, I confirm that I am not relying on any representation or statement made by the Society, any of the Releasees, whether oral or in writing, to induce me to participate in the "Events and Activities" or minimizing the risks or dangers connected with or related to my participation in the "Events and Activities".
- 7 **Indemnification in the Case of Minors.** In the event that there are any minor children under the age of 19 years, that accompany me or participate in the "Events and Activities" with me in any way whatsoever, I hereby covenant and agree with the Society that I will indemnify and save harmless the Society from any and all liability that that it, or any of the Releasees, may have for any personal injury, death, property damage or other loss, sustained by such minor children, in connection with, or as a result of, their participation in the "Events and Activities", due to any cause whatsoever, including without limitation the negligence of the Society or any of the Releasees.
- 8 **Amendment.** I agree that this Agreement may not be modified unless agreed to in writing by the Society.
- 9 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 "BCHBC Events and 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 "BCHBC Events and Activities" are provided by the "Host".
- 10 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 Representatives".
- 11 I confirm that I have reached the age of majority in the province in which I am participating in "Events and Activities".
- 12 I confirm, that in selecting to check the box on the Family Membership Application Form,
☒ I have read, understood and accept the BCHBC Additional Waiver General Overview as a Term and Condition of Membership
or by renewing a Family Membership with payment of your received Invoice, that all adult members identified and included in the application form or membership renewal, have read and accept this document as a Term and Condition of their Membership.