



# Beaumont and District Agricultural Society

## General Use Waiver

### **Release of Liability, Waiver of Claims and Indemnity Agreement: (Please read carefully)**

**WARNING:** By signing this document, you waive certain legal rights, including the right to sue. Please read carefully.

**Competitors, spectators, exhibitors, owners, volunteers, agents and all other participants in activities at the *Beaumont & District Agricultural Society Fairgrounds* must carefully read this document before signing. Participants will NOT be allowed to use Fairgrounds facilities without a signed waiver form (by Parent/Guardian if competitor is under 18 years of age).**

There are many inherent risks resulting from dangers and conditions that are an integral part of participating in various activities at the Fairgrounds. These risks include but are not limited to:

1. the unpredictable behavior of horses, livestock, and dogs, however caused;
2. the unpredictable reaction of animals to their environment, including sounds, sudden movement, objects, persons or other animals;
3. natural hazards such as uneven footing, rocks, holes, or trees;
4. man made hazards such as storm water ponds;
5. collision with objects, persons or other animals;
6. the failure of equipment, however caused;
7. the action or inaction of other participants; and
8. health issues arising from any pandemic state (e.g. COVID-19) as declared by Alberta Health Services.

I understand and acknowledge that these risks may result in **INJURY, HARM OR DEATH** to the Participant or to other persons or may result in damage to property, including injury or death to the Participant's animal(s), and that these risks exist regardless of the skill level of the Participant. I also understand that the failure to wear or use proper equipment increases the possibility that these risks may result in injury or death to the Participant.

**In consideration for participating in activities at the *Beaumont & District Agricultural Society Fairgrounds*, I agree as follows on behalf of myself, or as parent or guardian of minor Participants:**

1. to hereby waive any and all claims that I have or may have in the future against *Beaumont & District Agricultural Society*, any organizing committee(s), the City of Beaumont, Leduc County, or the employees, agents, volunteers, or contractors of the above named organizations (collectively, the "Parties");
2. to hereby release all of the Parties from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer, as a result of participation in activities at the *Beaumont & District Agricultural Society Fairground* by any Participant, including minor Participants, due to any cause whatsoever, including negligence, breach of contract, breach of any statutory or other duty of care, including any duty of care owed under the Occupier's Liability Act, R.S.A. 1980 c.O-3 as amended from time to time, on the part of any of the Parties;
3. to hereby hold harmless and indemnify all of the Parties from any and all liability for any damage to the property of, or personal injury to, any third party resulting from participation in equine activities by any Participant, including minor Participants;
4. to be cognizant of operational policies and procedures pertaining to the use of *Beaumont & District Agricultural Society* facilities, namely the Abusive Patrons Policy and the Gerry Patsula Community Gardens (GPCG) Operating Procedures;
5. to take on the responsibility of following AHS public health orders regarding physical distancing, personal hygiene and protection, and sanitizing any equipment and access points when under threat of a pandemic; and
6. that this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives in the event of my death or incapacity.

In entering into this Agreement, I am not relying on any oral or written representations or statements made by any of the Parties other than what is set forth in this Agreement.

**I have read and I understand this Agreement. I am aware that by signing this Agreement I am waiving certain legal rights that I, my children, or our respective heirs, next of kin, executors, administrators, representatives, and assigns may have against anyone or all of the Parties.**

This waiver is in effect until the 31<sup>st</sup> day of December, 2021.

**SIGNED** in the City of Beaumont, or adjacent municipality, in the Province of Alberta,  
this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
**Signature of Participant, or Parent or Guardian**  
Parent or Guardian if participant is less than 18 years of age

\_\_\_\_\_  
**Signature of Witness**

\_\_\_\_\_  
**Name of Participant (Please Print Clearly)**

\_\_\_\_\_  
**Name of Witness (Please Print Clearly)**

\_\_\_\_\_  
**Name of Parent or Guardian (Please Print Clearly)**  
If participant is less than 18 years of age

\_\_\_\_\_  
**Participant's or Guardian's Phone Number**

\_\_\_\_\_  
**Name(s) of other participant(s) less than 18 years of age under the care and responsibility of the above parent/guardian.**