



Alix Agricultural Society
5601-50th Ave (Railway Ave)
Box 746, Alix, AB, T0C 0B0

Waiver of Claims, Release of Liability, and Acknowledgement of Risk Form

Carefully read and understand this form before signing. No participant will be allowed to participate prior to signing this form as required.

"Releasee" and/or "Releasees" shall mean the Alix Agricultural Society, its directors, officers, user groups, and affiliates; the organizing committee of the activity, officials, volunteers, employees, business operators, and agents.

"Releasor" and/or "I" and/or "me" shall mean the signatory and the participants, listed dependants, its agents, successors, assigns, and representatives.

Wherefore the Releasor wishes to forever release, indemnify and save harmless the Releasee from all risk and liabilities, the following waiver of claims, release of liability, and acknowledgement of risk, shall forever and always preclude the Releasor from suing or otherwise claiming against the Releasees, or any of them, for any loss or damage connected with any property loss, personal loss, personal injury, or death I, the Releasor, may sustain or suffer while participating in any activity entered by me (the Releasor), while on the property of the Releasee, the Alix Agricultural Society.

Livestock Activities

Livestock herein shall refer to any animal on the Alix Agricultural Society Grounds that is applicable to the Livestock Keepers Act. This includes, but is not limited to: Equine, Bovine, Swine, Caprine, Ovine, and Poultry.

I, the Releasor, and fully aware of this "Inherent risk of livestock activities" that is, those dangers or conditions which are an integral part of livestock activities, including, but not limited to:

- I. 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.
- II. The unpredictability of livestock's reaction to such things as sounds, sudden movement, and unfamiliar objects, persons, or other animals.
- III. The livestock response to certain hazards such as surface and subsurface objects.
- IV. Collision with other livestock, animals, people, or objects.
- V. The potential of a participant, whether myself or another, or the Releasee, to act in a negligent manner that may contribute to or cause injury or death to the participant or others, such as failing to maintain control over the livestock to act within his or her ability.

1. I hereby release the Releasees from any liability, howsoever caused, whether by negligence, gross negligence, or any other reason, and hereby waives against the Releasees all recourses, loss or damages, including any consequential damage or loss, claims, causes or action of any kind whatsoever arising from my participation in the activity.
2. I and cognizant of all risk and voluntarily accept all risks, and hereby expressly give up any right of action that may arise and hereby indemnify the Releasee from any and all liability, by reason of breach of duty raised by statute, or in any other manner whatsoever.
 - 2a. "I specifically waive any right I may have under the Occupier's Liability Act, R.S.A. 2000, c. O.4, as amended, and further hereby specifically release the Releasee of any liability that may accrue to the Releasee under the Occupier's Liability Act, R.S.A. 2000, c. O.4, as amended."

3. That the activity is dangerous, exposing participants to risk and hazards, some of which are inherent in the very nature of the recreation itself, others which may result from NEGLIGENCE or gross negligence, on the part of the person involved in preparing and organizing or staging the activity, the Releasee or any other person;
- A. That some of the aforementioned risks and hazards are foreseeable, but other are not;
 - B. That I nevertheless freely and voluntarily assume all of the aforementioned risk and hazards and that accordingly, my use of the facility while participating in the activity or on the property of the Releasee;
 - C. That I understand that the Releasees assume no responsibility whatsoever for my safety or the safety of others, or my property or the property of others while I am participating in the activity or on the property of the Releasee;
 - D. That I have carefully read the COMPLETE WAIVER OF CLAIMS, RELEASE OF LIABILITY, and ASSUMPTION OF RISKS, that I fully understand same and that I am freely and voluntarily executing same;
 - E. That I understand the Releasees need not permit me to use the facilities now or in the future and that the COMPLETE WAIVER OF CLAIMS, RELEASE OF LIABILITY, and ASSUMPTION OF RISKS, and that this COMPLETE WAIVER OF CLAIMS, RELEASE OF LIABILITY, and ASSUMPTION OF RISKS apply to the activity whether occurring in the near or distant future and that the terms of this Agreement need not be brought to my attention each time while I am a participant in the activity in order to be effective;
 - F. That this COMPLETE WAIVER OF CLAIMS, RELEASE OF LIABILITY, and ASSUMPTION OF RISKS is binding on myself, my listed dependants, my heirs, my executors, administrators, personal representatives, and assigns.

Please Print Clearly

Participant Name _____
Date of Birth _____ Phone Number _____
Address _____
Signature of Participant _____
Signature of Parent or Guardian if under the age of 18 years _____
Signed this _____ day of _____, 20 _____

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This COMPLETE WAIVER OF CLAIMS, RELEASE OF LIABILITY, ASSUMPTION OF RISKS, shall remain in effect for the duration of the activity and until all livestock and property of the Releasor have been removed from the Alix Agricultural Society Grounds and at all times while the Releasor is on the property of the Releasee.