

## Release and Waiver of Liability

All students must sign and have witnessed, this legal waiver and release from liability form and return an **original** executed copy to the Instructor **before** commencing the Course. *In the case of a minor student (i.e. UNDER 18 years of age on the date the form is signed), both the minor prospective student and the prospective student's parent or guardian MUST sign the form along with a witness (who must be 18 or older also).*

I, \_\_\_\_\_, of \_\_\_\_\_, \_\_\_\_\_  
name city/town province

agree as follows:

1. Due to the inherent dangers associated with working around and with horses, students are required to take special care to protect themselves from harm. Although not required, it is strongly recommended that steel toed safety shoes be worn during the equine massage and or vertebral realignment therapy course(s), hereby referred to as the "**Course**".
2. Safety procedure is the first section taught in the Course. All students must attend, participate in, and complete the safety procedure portion of the Course to the satisfaction of the Instructor before being permitted to continue to subsequent portions of the Course.
3. All students are expected to follow proper safety protocol at all times in order to protect themselves, other students and participants, the Instructor, and the horses from harm and injury.
4. Any student who disregards safety protocol may be ejected from the course upon the sole discretion of the instructor.
5. Any student ejected from the Course must leave the host facility immediately. Students ejected from the course forfeit any and all fees paid.
6. Reasonable care is also expected from the host facility. The Host Facility will provide full disclosure regarding any horses that are known to bite or kick.
7. I acknowledge the inherent dangers associated with working with and around horses, including but not limited to being kicked, bitten, pushed, slipping and falling in the stall or the aisle ways, and any other injuries that may occur, along with the extra care that is required while on any equine property due to the use of heavy equipment, slickness of ground both indoors and outdoors, possible escape of horses, and other dangers.
8. In consideration of being permitted to participate in the Course, I, on behalf of myself, my heirs, representatives, and estate, do hereby do hereby fully and forever remise, release and forever discharge and shall hold harmless Sidonia McIntyre (the "**Instructor**") and the host facility, their respective predecessors, successors, heirs, assigns, agents, estates, and employees from any and all manner of action and actions, cause and causes of action, suits, debts, sums of money, dues, expenses, general damages, special damages, costs, claims and demands of any and every kind in nature whatsoever at law or in equity, or under any statute which I, my successors, heirs, assigns, agents, or estate hereinafter ever had, now have, or shall or may have against them, their respective predecessors, successors, heirs, assigns, agents, estates, and employees for or by reason of any matter, cause or thing related to or arising out of the Course.
9. I accept all responsibility for my own safety and that of my property and will not hold liable in any way the above mentioned parties should any harm come to myself or my property whether through my own negligence, or that of the facility or the Instructor.
10. I acknowledge that reasonable measures will be taken by the Instructor and the facility to inform me of any particular dangers; however, I am responsible to follow proper safety protocol at all times, along with any regulations set out by the facility in their day to day carrying out of operations.
11. I hereby irrevocably attorn to the original and exclusive jurisdiction of the courts of the Province of Ontario, and hereby agree that any legal action arising in any manner whatsoever from my participation in the Course shall be commenced with the said courts

in the city of Windsor, Ontario, Canada.

12. This agreement shall be governed by the laws of the province of Ontario and the federal laws of Canada applicable therein, without regard to the conflict of law principles.
13. I acknowledge that I have read this entire document. I understand its terms and conditions. I understand it is a legal agreement between myself and both the Instructor and the host facility.
14. I acknowledge that I have been given the opportunity to consult with a lawyer of my choosing at my own expense to review this document.
15. I understand that by signing this document, I am releasing both the Instructor of the Course as well as the owners of the property where the Course is being taught from **any and all** legal liability in the event I am injured or killed, or my property is damaged or destroyed, and I agree to all these terms and conditions.
16. If any term of this Release and Waiver is held to be void, voidable, or unenforceable, the parties agree that such term or terms shall be severed from this Release and Waiver and the remaining terms shall remain in full force and effect.

**PARTICIPANT**

**WITNESS**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name legibly

\_\_\_\_\_  
Print name legibly

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

***Participant's parent/guardian if participant under 18***

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name legibly

\_\_\_\_\_  
Date