

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). The parent may not act as both the witness and parent/legal guardian.

The course that the student has chosen to participate in will be referred to as the Course. Sidonia McIntyre or anyone acting as an instructor on her behalf will be referred to as the Instructor. The School of Equine Massage and Rehabilitation Therapist will be referred to as the School. The facility where the Course will be taught will be referred to as the Host Facility. The participant in the Course will be referred to as the Student. An Auditor is a silent observer.

I, _____, of _____, _____, agree as follows:
Name City Province

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 therapy course (the "Course")
2. Safety procedure is the first section taught in the Course and is also given as advance homework to all registrants. 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 participate in subsequent portions of the Course.
3. All Students must adhere to follow proper safety protocol as outlined in the Safety Protocol section of the Course. Safety protocol may be updated and additional information may be given verbally during the Course.
4. Any Student who disregards safety protocol will be subject to monetary fines and may be ejected from the Course as a participant upon the sole discretion of the Instructor. All course fees will be forfeit in their entirety.
5. Any Student who has been ejected from the Course may be permitted to continue as an Auditor of the Course at the sole discretion of the Instructor; however, the Student will not receive a certificate.
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. The Student will not hold the Instructor nor the School liable for any injuries sustained should the Host Facility fail to inform the Instructor or the Student of a horse that is a known biter or kicker.
8. I acknowledge the inherent dangers associated with working with and around horses, including but not limited to being kicked, bitten, pushed, slipping, falling in the stall or 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, possibility of escape of horses, and other dangers.
9. Should an injury occur, the Student will inform the Instructor immediately of the injury.
10. The Student will allow the Instructor to examine said injury at the time of injury and allow photographs of the injury to be taken by the Instructor which will remain the sole property of the Instructor and the School.
11. Should the Student's injuries require medical intervention, copies of any additional photographs, x-rays, ultrasounds, MRIs, and medical reports will be given to the Instructor within 30 days of request – be it verbally, via e-mail, text or written notice - at the Student's expense should the Student, or anyone acting on behalf of the Student choose to take legal action against the Instructor, School or Host Facility.
12. In consideration of being permitted to participate in the Course, I, on behalf of myself, my heirs, representatives, and estate, do hereby fully and forever remise, release and forever discharge and shall hold harmless, Sidonia McIntyre, the Instructor, the School 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.

13. 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 Host Facility or Instructor.

14. I acknowledge that reasonable measures will be taken by the Instructor and the Host 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 Host Facility in their day to day operations.

15. Should the Host Facility have a separate waiver, I agree to sign the waiver that is provided at the Course.

16. I agree that should I choose to not sign the Host Facility waiver, I will not be permitted to participate in the Course. I may be permitted, at the sole discretion of the Host Facility, to continue as an Auditor of the Course which will result in non-certification and forfeit of the course fee in its entirety.

17. I further agree that should I refuse to sign the Host Facility waiver, I will not hold the Instructor or the School liable and agree to forfeit the entire course fee.

18. 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 against the Instructor, Sidonia McIntyre's successors or heirs, or the School, 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.

19. 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.

20. 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.

21. 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.

22. I understand that by signing this document, I am releasing the Instructor of the Course as well as the owners of the property and the Host Facility, 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 the terms and conditions.

23. If any terms of the Release and Waiver of Liability is held to be void, voidable, or unenforceable by law, 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

Print name legibly

Print name legibly

Signature

Signature

Date

Date

Parent/guardian (if participant is under 18). The parent may **not** be both the witness and sign below as parent/guardian

Signature

Date

Print name legibly