



dreamcatcher™  
nature assisted therapy

1320394 Alberta Ltd. a.k.a. Dreamcatcher™

53044 RR #213 Ardrossan, Alberta, T8G 2C4

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## **ACKNOWLEDGMENT OF RISK AND RELEASE OF LIABILITY**

**For Participants Over the Age of Majority in the Province or Territory in which the Animal and Nature Activities are provided by the Host**

**WARNING: THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS. READ IT CAREFULLY!**

### **Every Person Must Read and Understand this Waiver Before Participating in Animal and Nature-Assisted Activities**

The following waiver of all claims, release from all liability, assumption of all risks, agreement not to sue and other terms of this agreement are entered into by me (the Participant) with and for the benefit of 1320394 Alberta Ltd a.k.a Dreamcatcher™ Nature Assisted Therapy a.k.a Dreamcatcher™, its directors, officers, employees, volunteers, business operators, agents and site-property owners or leasees (collectively the "Host"). Without limiting the generality of the foregoing, "Animal and Nature Activities" include but are not limited to interacting with large animals including equines, interacting with a variety of farm animal species, riding equines, being in a farm environment, nature walks, skating, tobogganing, nature crafting or building in nature, hay rides and animal training provided by the "Host" to the Participant.

#### **Initial Each Item Below After Reading and Understanding Each Item:**

- \_\_\_\_\_ 1. I am aware that there are inherent dangers, hazards and risks (collectively "Risks") associated with "Animal and Nature Activities" and injuries resulting from these "Risks" can occur. I am aware that the "Risks" of "Animal and Nature Activities" mean those dangerous conditions which are an integral part of "Animal and Nature Activities", including but not limited to:
- (a) the propensity of any equine, ruminant, canine, feline or fowl to behave in ways that may result in injury, harm or death to persons on or around them and to potentially collide with, bite or kick other animals, people or objects;
  - (b) the unpredictability of an equine, ruminant, canine, feline or fowl's reaction to such things as sounds, sudden movement, tremors, vibrations, unfamiliar objects, persons or other animals and hazards such as subsurface objects;
  - (c) the potential for other participants to behave in a negligent manner that may contribute to injury to themselves or others, including failing to act within their abilities to maintain control over an equine, ruminant, canine, feline or fowl; and
  - (d) the potential for participants to fall over or from obstacles, from equines, or from moving vehicles that may be found in a nature setting.
  - (e) the potential to be at greater risk of illness or infection while working in an outdoor setting or with any equine, ruminant, canine, feline, or fowl, particularly for person with auto-immune deficiencies.
  - (f) the potential to be at greater risk of illness or infection while working with animals while pregnant.
  - (g) the potential for wildlife encounters and the unpredictable nature of such animals.
- \_\_\_\_\_ 2. I freely accept and fully assume all responsibility for all "Risks" and possibilities of personal injury, death, property damage or loss resulting from my participation in "Animal and Nature Activities".
- \_\_\_\_\_ 3. All pregnant visitors to Dreamcatcher™ will refrain from: entering the fowl coops or touching eggs; riding or mounting equines; strenuous or over-extending work, activities or demonstrations; being near animals that have recently given birth; being near cat litter boxes or feces.
- \_\_\_\_\_ 4. I fully assume responsibility for all "Risks" of personal injury, death, property damage or loss resulting from my behavior while participating in "Animal and Nature Activities".
- \_\_\_\_\_ 5. I agree that although the "Host" has taken steps to reduce the "Risks" and increase the safety of the "Animal and Nature Activities", it is not possible for the "Host" to make the "Animal and Nature Activities" completely safe. I accept these "Risks" and agree to the terms of this waiver.



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\_\_\_\_\_ 6. In addition to consideration given to the “Host” for my participation in “Animal and Nature 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 that I, the Dependent Participant, or “Legal Representatives”, might suffer as a result of the Dependent Participant’s participation in “Animal and Nature Activities” due to any cause; 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 “Animal and Nature Activities”.

\_\_\_\_\_ 7. 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 “Animal and Nature 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 “Animal and Nature Activities” are provided by the “Host”.

\_\_\_\_\_ 8. 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 Representative”.

\_\_\_\_\_ 9. I confirm that I have reached the age of majority in the province in which I am participating in “Animal and Nature Activities”.

**Please Print Clearly**

Participant Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Complete Address \_\_\_\_\_

Participant Phone Number \_\_\_\_\_

\_\_\_\_\_  
(Signature of Program Participant)

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
(Print Name of “Host” Witness to Signing and Initialing)

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
(Signature of “Host” Witness)