



## Percy Agricultural Society (P.A.S.) Horse Pull Waiver of Liability, Assumption of Risk, and Indemnity Agreement

### A. Release/Waiver of Liability.

1. In consideration of being permitted to participate or attend the P.A.S. Horse Pull, I \_\_\_\_\_, for myself, my heirs, personal representatives or assigns, do hereby:

- a) WAIVE any, and all claims that I may have now and in the future against P.A.S., its officers, volunteers, and agents (the "Released Parties"):
- b) RELEASE AND INDEMNIFY P.A.S., its officers, volunteers and agents from any and all liability for any and all claims, demands, actions, damages (including direct, indirect, special or consequential) losses, actions, judgments and costs which I have or may have in the future, that might arise out of, result from, or relate to my participation in the P.A.S. Horse Pull, including but not limited to the negligence, gross negligence, omissions, and/or carelessness of the P.A.S. Horse Pull.
- c) TO HOLD HARMLESS AND INDEMNIFY P.A.S. Horse Pull, from any, and all liability for any damage, loss, expense, or injury to any third party resulting from my participation in the P.A.S. Horse Pull.

### B. Assumption of Risks.

1. I understand and acknowledge that my participation or attendance at the P.A.S. Horse Pull may have foreseeable and unforeseeable inherent risks, hazards, and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for seriously bodily injury, permanent injury, paralysis, or loss of life.
2. I accept and fully assume all such risks and possibility of personal injury, death, property damage, expense and related loss resulting from my participation in the P.A.S. Horse Pull.
3. For clarity, the sole responsibility for my safety remains with me.

### C. COVID-19 Risk Assumption.

1. I acknowledge and understand that COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups over certain size limits.
2. By attending or participating in this event, I acknowledge and accept the potential heightened risk that I or my family members may contract COVID-19. Initials \_\_\_\_\_
3. I acknowledge and agree that the P.A.S, its officers, volunteers, and agents, cannot guarantee that I will not become infected with COVID-19.

4. I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I or my family members may be exposed to or infected by COVID-19 through participation in this event and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

**D. Rules and Regulations.**

1. I agree to abide by all facility, city, county, and provincial requirements or recommendations related to COVID-19 protection measures and I understand and agree that I may be required to leave the facility, premises, and grounds where the P.A.S. Horse Pull is to be held, and I may be disqualified from the event if I fail to abide by COVID-19 protection measures as instructed.

**E. Voluntary Participation.**

1. I hereby assert that my participation is voluntary and that I knowingly assume all such risks whether inherent or as specified in this herein Waiver of Liability, Assumption of Risk, and Indemnity Agreement in attending or participation in the P.A.S. Horse Pull.

**F. Family Members Attending Event.**

1. I understand and acknowledge that Ontario currently requires social distancing measures between all non-family members and other COVID-19 related protections.
2. For the purposes of enforcing this ordinance during the event, I agree and understand that all family units will be identified by badge color. A Family Unit is comprised of all members residing in the same household plus on-farm workers with whom members of the household are in daily or near-daily contact.

**G. Enforceability.**

1. This Waiver of Liability, Assumption of Risk, and Indemnity Agreement is intended to be as broad and inclusive as is permitted by law of the Province of Ontario and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

**H. Acknowledgment of Understanding:**

1. I have read **ALL** previous paragraphs of this Waiver of Liability, Assumption of Risk, and Indemnity Agreement, fully understand its terms, and understand that **I am giving up substantial rights, including my right to sue.** I acknowledge that I am signing the agreement freely and voluntarily and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. I agree to wear a mask while indoors at the Warkworth Fairground, and practice social distancing at all times, inside or outside of any buildings.

\_\_\_\_\_  
Name of Participant/Volunteer

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Participant/Volunteer

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

