

Dear Customer, CAUTION: This waiver is a legal document and both pages must be printed and stapled together and provided to Hatfield Farm Inc. staff.

ANYONE ENTERING THE HATFIELD FARM INCORPORATED PREMISES DOES SO AT THEIR OWN RISK. HATFIELD FARM INCORPORATED, ITS SERVANTS, AGENTS, EMPLOYEES AND ITS LANDLORDS ARE NOT RESPONSIBLE FOR ANY DAMAGES OR INJURIES RECEIVED ON THE PREMISES.

ACKNOWLEDGEMENT, WAIVER AND RELEASE

(Please read carefully)

1. In consideration for being admitted and allowed participation in any activities conducted by Hatfield Farm Incorporated on lands occupied by it at Hammonds Plains, Halifax Regional Municipality, Province of Nova Scotia (the "Hatfield Farm Incorporated premises"), I the undersigned, for myself, my heirs, executors, administrators and assigns, fully release Hatfield Farm Incorporated, its servants, agents, or employees and its landlords from any claims, demands, damages, actions or causes of action arising out of or in consequence of any loss, injury, death, or damage to my person or property incurred while attending at or participating in any of the activities of Hatfield Farm Incorporated, notwithstanding that any such loss, injury, death or damages may have arisen solely or partly by reason of negligence of Hatfield Farm Incorporated, its servants, agents or employees, or its landlords.
2. I represent that I am in proper physical condition to participate in all activities of Hatfield Farm Incorporated in which I do participate, and I acknowledge that I am aware of the risk that such participation could result in physical injury and/or property damage to me.
3. Without limiting the generality of the foregoing, I assume and understand all the risks associated with any activities of Hatfield Farm Incorporated in which I do participate.
4. Without limiting the generality of the foregoing, I assume and understand (as the case may be) that: (a) horses are living animals and are unpredictable, and each horse has a different nature and temperament; (b) there is risk in riding horses or in being transported in wagons or sleighs by horses because any horse may act unpredictably, for any or no particular reason; (c) all other animals on the Hatfield Farm Incorporated premises are also unpredictable and may act unpredictably, and there is risk in approaching or touching or feeding or riding any animal; (d) there is risk in participation in (or being a spectator at) any game or event or activity at Hatfield Farm Incorporated; (e) there is risk in being present at any party or celebration at Hatfield Farm Incorporated, including but regardless of whether such party or celebration is in the area of a fire or takes place during hours of darkness or in bad weather; and in the case of extreme weather (ie. Hurricane or tropical storm, etc.) or natural hazard (ie. Forest fire) when the Police, Environment Canada, and/or City/Government Officials are recommending for people to refrain from travel, the event will be rescheduled at no extra cost and with no associated cancellation fees or penalties; (f) there is risk in riding the mechanical bull or in participating in any bull riding competitions; (g) there is significant risk of injury, including the potential for permanent disability and death, arising from participation in splatshot/paintball, which risk continues even when wearing protective equipment and participating with proper discipline and care; and (h) there may be slippery or uneven or otherwise faulty or defective land surfaces over which I may ride, or be transported, or may walk, or play, or in the buildings in which I may enter.
5. I acknowledge and accept that Hatfield Farm Incorporated, its servants, agents, or employees and its landlords make no representation or warranty of any kind as to the nature, habits, and disposition of any horse(s) or animal(s) or the condition of any materials, equipment, or wagons, or sleighs, or the safety of any activity, or the condition of the Hatfield Farm Incorporated premises, including the maintenance or lighting of any such premises I might enter.
6. I acknowledge and accept that, unless permitted by the Hatfield Farm Incorporated staff, alcohol consumption is prohibited at all times on the Hatfield Farm Incorporated premises. Except and unless expressly permitted by the Hatfield Farm Incorporated staff, I represent that I will not consume any alcohol at any time while on the Hatfield Farm Incorporated premises. I accept that my breach of this representation shall forever release any claim I might or could have had against Hatfield Farm Incorporated, its servants, agents, or employees and its landlords. Furthermore, in the event alcohol is made available by my employer with the permission of Hatfield Farm Incorporated, I, for myself, my heirs, executors, administrators and assigns, hereby fully release my employer and Hatfield Farm Incorporated, and their respective servants, agents, or employees, from any claims, demands, damages, actions or causes of action arising out of or in consequence of any loss, injury, death, or damage to my person or property as a result of my consumption of alcohol, notwithstanding that any such loss, injury, death or damages may have arisen solely or partly by reason of negligence of my employer and/or Hatfield Farm Incorporated, or their respective servants, agents or employees, nor whether such occurrence is on or off Hatfield Farm Incorporated premises.
7. I represent that I will not permit: (a) any other person to ride the horse that has been selected for my personal use; or (b) the presence of more than one rider on the horse that has been selected for my personal use, regardless of whether such additional rider is a child, unless specifically authorized and accompanied by an instructor.
8. I acknowledge and accept that as a rider of a horse, I am responsible for the correct adjustment of all harnesses, saddle and stirrups prior to and during the ride and for the embarking on and disembarking from the horse. If I am supervising and assisting a child or any other person in need of assistance, I further acknowledge and accept that I am responsible for same in respect to such person.
9. I acknowledge and accept that as a rider or passenger on a wagon or sleigh, I am responsible for my own positioning on the wagon or sleigh and for anything that happens while getting on the wagon or sleigh or riding in the wagon or sleigh or getting off the wagon or sleigh. If I am supervising and assisting a child or any other person in need of assistance, I further acknowledge and accept that I am

responsible for same in respect to such person.

10. I acknowledge that all accidents or injury to persons or damage/loss to property must be reported to the Hatfield Farm Incorporated Office Manager in writing before leaving the Hatfield Farm Incorporated premises, and I accept that my failure to do so shall forever release any claim I might or could have had against Hatfield Farm Incorporated, its servants, agents, or employees and its landlords.
11. I acknowledge that all instructions by the Hatfield Farm Incorporated staff shall be observed by me at all times, and I accept that my failure to do so shall forever release any claim I might or could have had against Hatfield Farm Incorporated, its servants, agents, or employees and its landlords.
12. I represent that all directional and information signs on the Hatfield Farm Incorporated premises will be read and obeyed by me, and I accept that my breach of this representation shall forever release any claim I might or could have had against Hatfield Farm Incorporated, its servants, agents, or employees and its landlords.
13. If and when participating in splatshot/paintball, I represent that: (a) I will at all times wear all protective clothing and equipment as required by the Hatfield Farm Incorporated staff; (b) I fully understand the rules of play, and I will at all times abide by such rules; and (c) I will bring to the attention of the Hatfield Farm Incorporated staff any unusual or unnecessary hazard that I observe. I accept that my breach of any such representation shall forever release any claim I might or could have had against Hatfield Farm Incorporated, its servants, agents, or employees and its landlords.
14. I have read, understood and I accept the terms and conditions stated on this form and acknowledge that this agreement is and shall be effective and binding on me in its entirety, as well as on my heirs, executors, administrators and assigns.

IF A CUSTOMER IS 19 YEARS OF AGE OR OLDER, S/HE MUST COMPLETE AND SIGN THIS PORTION.

Customer Name (Please Print)

Customer Signature

Date

Experienced Rider _____ Novice _____ Beginner _____
Riding Helmet offered: Accepted _____ Declined _____

Witness's Name (Please Print)

Signature

Date

IF A CUSTOMER IS UNDER THE AGE OF 19, A PARENT/GUARDIAN MUST COMPLETE AND SIGN THIS PORTION. BY DOING SO, THE PARENT/GUARDIAN AGREES ON BEHALF OF THE CHILD TO THE TERMS AND CONDITIONS STATED ON THIS FORM. FOR GREATER CERTAINTY, A GUARDIAN INCLUDES ANY PERSON WHO IS IN CHARGE OF SUPERVISING THE CHILD WHILE AT THE HATFIELD FARM INCORPORATED PREMISES.

Child's Name (Please Print)

Experienced Rider _____ Novice _____ Beginner _____
Riding Helmet offered: Accepted _____ (All riders under 19 years of age must wear a riding helmet)

Parent/Guardian Name (Please Print)

Signature

Date

Witness's Name (Please Print)

Signature

Date

Waivers Must Be Signed For Date Of Event At Hatfield Farm. One per child and per adult participating in event.