



Mounted Combat Arts Waiver

READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOU UNDERSTAND IT AND AGREE ON ITS TERMS. BY SIGNING THIS AGREEMENT, YOU AND/OR YOUR CHILD ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGES, FOR ANY REASON, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE OF THE STABLE; IT'S OWNER, EMPLOYEE AND AGENTS ("THE RELEASEES").

Ground Training will be taught by stage combat instructor Marius Kubis.

Mounted combat training will be taught by Lacey Hadford.

Assistant Instructor Joseph Kuper

No student will be allowed to participate in practices or demos / shows without this form turned in (regardless of whether they are performing any stunts or stage combat themselves). Students who do not follow the rules on conduct regarding stage combat will be removed from the practice.

I am aware that training, rehearsing, or any other form of participation in stage combat and or equestrian activities can be dangerous and involve risks of injury, death and/or dismemberment.

I understand that the dangers and risks of participating in stage combat include the possibility of minor to severe injury or death, and I understand and assume that risk.

Because of the dangers of participating in stage combat, I recognize the importance of listening to, and following all the director's and coach's instructions and warnings regarding combat and training techniques, methods, and rules.

I hereby expressly promise to obey all such instructions and warnings.



In consideration of the Delacour Community Hall permitting me to train or in any other way participate in activities related to the Delacour Community Hall, Irricana Rodeo Grounds and Community Hall, Any Private Property of Marius Kubis, Lacey Hadford, Joseph Kuper and any other applicable persons incorporated into the (MCA) Mounted Combat Arts group.

I hereby voluntarily assume all the risks and hazards associated with such participation. I agree to waive all claims of whatever nature, fully and finally, now and forever, for myself, my estate, my heirs, my administrators, my executors, my assignees, my successors, and for all members of my family. I also agree to release, exonerate, discharge and hold harmless the above named Facilities and all peoples named above, their trustees, officers, agents, servants, employees, successors and assignees, including their directors, choreographers, officials, physicians and other practitioners of the healing arts treating me, from any and all liability, claims, causes of action or demands arising out of any injuries to my person or property, or losses of any kind and nature whatsoever, which may result from or in connection with my participation in any type of activity.

In consideration for allowing me (or my minor child) to handle and ride a horse and shoot archery / ranged and close contact weapons, both on the ground and on horseback, on behalf of myself and my child or our personal representatives, heirs, next-of-kin, spouses and assigns, I HEREBY:

1. Acknowledge that a horse may, without warning or any apparent cause, buck, stumble, fall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's feet, push or shove a person, saddles or bridles may loosen or break – all of which may cause the rider to fall or be jolted, resulting in serious injury or death.

Initials: _____



2. I ACKNOWLEDGE THAT HORSEBACK RIDING, CAVALRY TACTICS, WEAPONRY HANDLING, AND MOUNTED/UNMOUNTED ARCHERY IS AN INHERENTLY DANGEROUS ACTIVITY AND INVOLVES RISKS THAT MAY CAUSE SERIOUS INJURY AND IN SOME CASES DEATH, because of the unpredictable nature and irrational behavior of horses, regardless of their training and past performance.

Initials: _____

3. I Voluntarily assume the risk and danger of injury or death inherent in the use of the horse, equipment and gear at activities and events affiliated with The Mounted Combat Arts group, hereafter known as MCA.

Initials: _____

4. I RELEASE, DISCHARGE AND PROMISE NOT TO SUE MCA doing business under its own name or any other name and/or any of its owners, officers, employees and agents, groups or clubs (hereinafter the "Releasees"), for any loss, liability, damages, or cost whatsoever arising out of or related to any loss, damage, or injury (including death) to my person or property.

Initials: _____

5. I Release the Releasees from any claim that such Releasees are or may be negligent in connection with my riding experience or ability including but not limited to training or selecting of horses, maintenance, care, fit or adjustment of saddles or bridles, instruction or riding skills or leading and supervising riders.

Initials: _____



6. I INDEMNIFY, AND SAVE AND HOLD HARMLESS MCA or instructors Lacey Hadford, Joseph Kuper and Marius Kubis, their/its employees, agents, clubs and groups from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with either my use of the horse and any equipment of gear provided therewith or any acts or omissions of wranglers or other employees or agents.

Initials: _____

7. I, The Undersigned, expressly agrees that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by the province/country the MCA activity or event is taking care of and is intended to be as broad and inclusive as is permitted by law (RIDE AT YOUR OWN RISK), and that in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.

Initials: _____

8. I Acknowledge that this document is a contract and agree that if a lawsuit is filed against the MCA or its owners, instructors, coaches, agents, groups, clubs, employees, guides or wrangles for any injury or damage in breach of this contract, the Undersigned will pay all attorney's fees and costs incurred by the MCA in defending such an action.

Initials: _____

9. I State that have no history of epileptic seizures, heart condition or any other medical problem that could be affected by horseback riding.

Initials: _____



10. IT IS REQUIRED THAT MY CHILD AND ALL RIDERS WEAR PROTECTIVE HELMET, FOOTWEAR, body armour if applicable, IT IS MY UNDERSTANDING THAT A ALL APPLICABLE EQUIPMENT IS AVAILABLE FOR PURCHASE LOCALLY AND/OR ONLINE AND INFORMATION ON PURCHASE HAS BEEN OFFERED FOR MY OWN OR MY CHILD'S SAFETY.

Initials: _____

11. If the person who is to enter into this Agreement is less than eighteen (18) years of age, his/her parent or guardian **MUST** read this Agreement and sign below on the behalf of the minor.

I have read this entire Release of Liability Document. I understand it is a promise not to sue and to release the MCA, It's owners, instructors Lacey Hadford, Joseph Kuper and Marius Kubis, coaches, groups, clubs, employees and agents for all claims.

I have made a free and deliberate choice to sign this Release and Waiver as a condition to Releasees allowing me and/or my child to ride or handle a horse, ranged weaponry (archery) and learn martial arts techniques for the use of personal education and enjoyment in the ART of stage combat and in so doing learn safety while doing so.

I have concluded that the risks involved, and the release and waiver of liability is worth the pleasure of horseback riding and this historically accurate experience.

Initials: _____

12. I hereby declare that I am a **current** Alberta Equestrian Federation Member for 2018 and can provide my validity of membership **BEFORE** my first session of participation in the Mounted Combat Arts group.

Initials: _____



Please read the following and both student and parents must sign below and return on the day of their first practice/training session.

Ground Training will be taught by stage combat instructor Marius Kubis.

Mounted combat training will be taught by Lacey Hadford.

Assistant Instructor Joseph Kuper

No student will be allowed to participate in practices or demos / shows without this form turned in (regardless of whether they are performing any stunts or stage combat themselves or present as a volunteer).

Students/participants who do not follow the **MCA Code of Conduct** regarding stage combat, safety practices, courtesy etc. will be removed from the practice and/or the Group entirely and Immediately at the instructor's discretion.

I am aware that training, rehearsing, or any other form of participation in stage combat and/or equestrian activities can be dangerous and involve risks of injury, lacerations death and/or dismemberment.

I understand that the dangers and assume those risks.

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I hereby expressly promise to obey all such instructions and warnings.

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I hereby voluntarily assume all the risks and hazards associated with such participation. I agree to waive all claims of whatever nature, fully and finally, now and forever, for myself, my estate, my heirs, my administrators, my executors, my assignees, my successors, and for all members of my family. I also agree to release, exonerate, discharge and hold harmless the above named Facilities and all peoples named above, their trustees, officers, agents, servants, employees, successors and assignees, including their directors, choreographers, officials, physicians and other practitioners of the healing arts treating me, from any and all liability, claims, causes of action or demands arising out of any injuries to my person or property, or losses of any kind and nature whatsoever, which may result from or in connection with my participation in any type of activity.

Parent/Legal Guardian Signature (if student is 18 or under):

Date: _____

AEF Member Number: _____

Email: _____

Phone: _____

Participant Name

(Print) _____ Date _____

I Reside at Address: _____

in City: _____ Province: _____ Postal Code: _____

MCA Participant Release of Liability 2018