



March 11, 2021

Atlantic Canada Trail Riding Association (ACTRA)  
c/o April Haliburton 266 Maloney Rd  
Admiral Rock, NS, B0N 2H0

Re: Policy #: ECL-00039692-002  
Policy Term: January 1, 2021 12:01am to January 1, 2022

Dear Atlantic Canada Trail Riding Association (ACTRA):

We are pleased to enclose a Certificate of Insurance confirming that coverage is in effect for your equine organization. Your full payment for this insurance has been received, and we thank you.

Kindly take a few moments to review the coverages that are provided. If there are any amendments required, please contact us immediately. We also ask you to familiarize yourself with the "Restrictions and Limitations" section of the policy, as this may affect your coverage.

*Please also be reminded that this inexpensive insurance program is built on a foundation of Risk Management. It is of utmost importance that all of your active riding or driving members are members in good standing of their respective Provincial Equine Association.*

We trust that you will find everything to be in order, and we would like to thank you again for allowing CapriCMW Insurance Services Ltd to administer this insurance on your behalf. We are committed to providing exceptional service to our clients and look forward to working with you in the near future.

**Insurance for horses and their people – It's what we do!**

Sincerely,

Your Equine Insurance specialists,  
**CapriCMW Insurance Services Ltd.**

**Western Provinces and Territories:**

CapriCMW Insurance Services Ltd.  
100 - 1500 Hardy Street, Kelowna, BC V1Y 8H2  
**TF** 1 800 670 1877 **F** 1 888 822 6115  
**E** agri@capricmw.ca **W** capricmw.ca/equine

**Ontario and Provinces Eastward:**

CapriCMW Insurance Services Ltd.  
15221 Yonge Street, Aurora, ON L4G 1L8  
**TF** 1 888 394 3330 **F** 1 888 822 6115  
**E** forms@equicare.ca **W** capricmw.ca/equine



## YOUR POLICY HAS CHANGED.

Be advised that effective the effective date of this insurance policy, Certain Underwriters of Lloyds of London Company has EXCLUDED all claims that arise from communicable disease, including Coronavirus (COVID19).

This exclusion is embedded in your policy and is consistent with wordings being used by insurers around the world. In this new environment, it is clear that all commercial businesses need to be particularly cautious as they return to and continue operations.

## WHAT CAN YOU DO TO PROTECT YOURSELF?

Establish and follow a strict risk management plan consistent with local Government and health officials' guidance. This may include training of staff, posting signs, regular and documented sanitization of equipment and common contact surfaces, the use of Personal Protective Equipment (PPE), restricting the number of people and their movement on site, social distancing and the use of COVID 19 "waiver of liability" forms.

We have included example COVID 19 waiver forms that you can edit to suit your operations. Current opinions in the legal community suggest that these forms will not eliminate liability - but may help to mitigate the exposure to you and your enterprise if someone alleges you are responsible for them becoming infected by COVID 19. We encourage you to seek legal counsel to discuss these forms.

There are three forms enclosed:

- 1) A **Daily Attestation** form to be signed every time a person visits your premises.
- 2) A **Facility Use** form that is suitable for clients who receive regular services to your place of business (boarding facilities, training barns, riding schools etc.) for annual filing.
- 3) An **Event Participation** form that may be suitable for single events that you host (shows, competitions, clinics etc.)

## IMPORTANT

- These forms can be signed and stored electronically
- Forms should be stored securely for a minimum of three years or longer if a minor is involved.
- COVID 19 forms should be signed **IN ADDITION TO ACKNOWLEDGEMENT OF RISK FORMS**, which address other risks inherent in equine activity.

CapriCMW Insurance Services Ltd. remains at your service to answer questions related to COVID 19 and have established a dedicated email address for this purpose at [equine@capricmw.ca](mailto:equine@capricmw.ca).

### Western Provinces and Territories:

CapriCMW Insurance Services Ltd.  
100 - 1500 Hardy Street, Kelowna, BC V1Y 8H2  
**TF** 1 800 670 1877 **F** 1 888 822 6115  
**E** [agri@capricmw.ca](mailto:agri@capricmw.ca) **W** [capricmw.ca/equine](http://capricmw.ca/equine)

### Ontario and Provinces Eastward:

CapriCMW Insurance Services Ltd.  
15221 Yonge Street, Aurora, ON L4G 1L8  
**TF** 1 888 394 3330 **F** 1 888 822 6115  
**E** [forms@equicare.ca](mailto:forms@equicare.ca) **W** [capricmw.ca/equine](http://capricmw.ca/equine)



March 11, 2021

Atlantic Canada Trail Riding Association (ACTRA)  
c/o April Haliburton 266 Maloney Rd  
Admiral Rock, NS, B0N 2H0

**DISCLOSURE NOTICE UNDER THE FINANCIAL INSTITUTIONS ACT**

The Financial Institutions Act requires that the information contained in this Disclosure Notice be provided to you in writing at the time of entering into an insurance transaction.

I am licensed as a general insurance broker by the Insurance Council of British Columbia. This transaction for Commercial Equine Enterprise Liability insurance is between you and Aviva Insurance Company of Canada, the Insurer, and I am representing CapriCMW Insurance Services Ltd. who does business with the Insurer. Neither myself or CapriCMW Insurance Services Ltd. has a financial interest in the Insurer other than by a commission or fee for service upon completion of this transaction. In addition, the Insurer has no financial interest in myself or CapriCMW Insurance Services Ltd.

The Financial Institutions Act prohibits the Insurer, CapriCMW Insurance Services Ltd. or myself from requiring you to transact additional or other business with the Insurer or any other person or corporation as a condition of this transaction.

If you have any questions or concerns with respect to this notice, please contact the writer.

Yours truly,

**CapriCMW Insurance Services Ltd.**

Your Equine Insurance specialists.

**Western Provinces and Territories:**

CapriCMW Insurance Services Ltd.  
100 - 1500 Hardy Street, Kelowna, BC V1Y 8H2  
**TF** 1 800 670 1877 **F** 1 888 822 6115  
**E** agri@capricmw.ca **W** capricmw.ca/equine

**Ontario and Provinces Eastward:**

CapriCMW Insurance Services Ltd.  
15221 Yonge Street, Aurora, ON L4G 1L8  
**TF** 1 888 394 3330 **F** 1 888 822 6115  
**E** forms@equicare.ca **W** capricmw.ca/equine

# CERTIFICATE OF INSURANCE For Equine Association CLUBS

## THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE

<b>PURPOSE OF THIS DOCUMENT:</b> Renewal	
<b>NAMED INSURED:</b> Atlantic Canada Trail Riding Association (ACTRA)	
<b>ADDRESS:</b> c/o April Haliburton 266 Maloney Rd Admiral Rock, NS, B0N 2H0	
<b>PERIOD OF INSURANCE</b> (12:01 A.M. STANDARD TIME at the "Address" of Insured shown above):	
<b>EFFECTIVE DATE (MM/DD/YY):</b> January 1, 2021	<b>EXPIRY DATE (MM/DD/YY):</b> January 1, 2022
<b>DESCRIPTION OF OPERATIONS:</b>	
1. Specific to the signed Equine Association Club Application on file and is subject to the terms, conditions and exclusions of the Master Policy.	
<b>Section 1 – COMMERCIAL GENERAL LIABILITY</b>	
<b>MASTER POLICY NUMBER:</b> CSP7-0012	
<b>OPTIONAL COVERAGE (COVERAGE PROVIDED ONLY FOR THOSE ITEMS MARKED WITH AN (X)):</b>	
(N/A)	Liability is extended to the ownership or leasing of land and buildings, and the operation or maintenance of equine facilities year round that include:
(N/A)	Boarding of up to 10 non-owned horses; OR
(N/A)	Boarding of more than 10 non-owned horses.
(N/A)	Liability is extended to cover the Subgroup(s) and/or Regional Group(s) as per attached Addendum.
(N/A)	Liability is extended to cover Mounted Archery and/or Mounted Shooting Activities.

### **RESTRICTIONS AND LIMITATIONS:**

- 1) Coverage is void if the Named Insured and its active riding members are not current members in good standing with their Provincial Association who is also insured under this policy.
- 2) The coverage is restricted to losses arising solely from the activities of the Named Insured as declared on the Application for insurance submitted.
- 3) The coverage excludes the ownership or leasing of land and buildings, and the operation or maintenance of equine facilities for more than 15 consecutive days unless otherwise stated on this certificate.
- 4) The coverage excludes all "Commercial Use" of an equine such as but not limited to short term rental.
- 5) The coverage excludes "Pari-Mutuel Racing", "Unsanctioned Racing Activity", "Horse Pulling" and instruction by other than an instructor who is experienced in the particular discipline being taught.
- 6) The coverage excludes bodily injury or property damage resulting from the sale of alcohol at fund raising events.
- 7) The coverage excludes bodily injury to a "Rodeo Participant".
- 8) The coverage has a USA Jurisdiction Exclusion which means any judgment, award, payment, settlement or proceeding made within territories operating under the laws of the USA are excluded. All claims must be brought in Canada.
- 9) With respect to Clubs, the boarding of an equine and the instruction by an experienced competent instructor shall not be deemed to be commercial use.
- 10) With respect to Clubs, fund raising activities shall not be deemed to be commercial use of a horse provided the fund raising activity does not involve offering trail rides or pony rides to the public.
- 11) With respect to Clubs the use of an equine for equine shows or competitions shall not be deemed commercial use.

COVERAGES		LIMIT OF LIABILITY	DEDUCTIBLE
Coverage A1.	Bodily Injury Liability	\$5,000,000	NIL
Coverage A2.	Personal Injury Liability	\$5,000,000	\$1,000
Coverage B.	Property Damage Liability	\$5,000,000	\$1,000
Coverage C.	Incidental Medical Malpractice Liability	\$5,000,000	\$1,000
Coverage D.	Advertising Liability	\$5,000,000	\$1,000
Coverage E.	Medical Payments		\$1,000
	➤ Each Person	\$5,000	
	➤ Each Accident	\$25,000	
Coverage F.	Tenant's Legal Liability – Any One Premises	\$1,000,000	\$1,000
Coverage G.	Fire Fighting Expenses	\$1,000,000	\$1,000
Coverage H.	Elevator and Hoist Collision	NOT COVERED	
Products – Completed Operations Aggregate Limit		\$5,000,000	\$1,000
Care, Custody and Control of Non-Owned Animals			\$1,000
	➤ Maximum limit of liability for any one animal	\$50,000	
	➤ Maximum Liability any one loss involving more than one animal	\$250,000	
SPF # 6	Standard Non-Owned Automobile	\$5,000,000	\$1,000
SEF#94	Legal Liability for Damage to Hired Automobiles	\$50,000	\$1,000 All Perils
SEF#96	Contractual Liability Endorsement	Included	
SEF#99	Long Term Leased Vehicle Endorsement	Included	

## THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE

## CERTIFICATE OF INSURANCE For Equine Association CLUBS

### Section 1 – COMMERCIAL GENERAL LIABILITY (Continued)

The following are AUTOMATICALLY included as Additional Insureds:

- 1) Owners of private or public land, but only with respect to losses arising out of the activities of the Named Insured, and;
- 2) Volunteers and employees of the Named Insured, and;
- 3) Instructors at Club hosted clinics or seminars, and;
- 4) Any person acting in an official capacity with respect to a competition being hosted by the Named Insured, such as but not limited to officials, judges, stewards or course designers with respect to losses arising out of their official duties that are part of the activities involved with or necessary to the competition.
- 5) Equestrian Canada Équestre with respect to the operations of shows or competitions that have received permit or sanction from an Equine Association insured by this policy.
- 6) Any person acting as a volunteer or supplier of goods, materials or services other than alcoholic beverages or animals for a competition or show being hosted by a Member of an Equine Association insured by this policy, with respect to losses arising out of such duties, goods, materials or services that are part of the activities involved with or necessary to the competition or show.

### Section 2 – PROPERTY COVERAGE

**MASTER POLICY NUMBER:** CSP3-8463

COVERAGES	LIMIT OF LIABILITY	DEDUCTIBLE
Commercial Property of the Named Insured excluding Buildings and permanent structures: <ul style="list-style-type: none"> <li>Replacement Cost except Actual Cash Value on Stock,</li> <li>90% Co-Insurance</li> </ul>	\$10,000	\$500
Comprehensive Dishonesty, Disappearance and Destruction <ul style="list-style-type: none"> <li>Employee Dishonesty – Form A</li> <li>Loss Inside Premises</li> <li>Loss Outside Premises</li> <li>Money Orders and Counterfeit Paper Currency</li> <li>Depositors Forgery</li> </ul>	<div style="text-align: center;">\$10,000</div> <div style="text-align: center;">\$2,500</div> <div style="text-align: center;">\$2,500</div> <div style="text-align: center;">\$2,500</div> <div style="text-align: center;">\$2,500</div>	<div style="text-align: center;">\$500</div> <div style="text-align: center;">\$500</div> <div style="text-align: center;">\$500</div> <div style="text-align: center;">\$500</div> <div style="text-align: center;">\$500</div>
Loss Payable to: Insured		

**SECTION 1 & SECTION 2 TOTAL PREMIUM:** \$380.00

**Minimum & Retained Premium:** \$380.00

**SECTION 1 INSURER:** Effected with Lloyd's Underwriters under Agreement #CP900/20 and UMR #B0750RNAFB2002225

**SECTION 2 INSURER:** Effected with Lloyd's Underwriters under Agreement #RFC/C36/21 and UMR #B0750RNAFB2102108

#### IDENTIFICATION OF INSURER/ACTION AGAINST INSURER

This insurance has been effected in accordance with the authorization granted to the Coverholder by the Underwriting Members of the Syndicates whose definitive numbers and proportions are shown in the Table attached to **Agreement and UMR number as indicated above** (hereinafter referred to as "the Underwriters"). The Underwriters shall be liable hereunder each for his own part and not one for another in proportion to the several sums that each of them has subscribed to the said Agreement.

In any action to enforce the obligations of the Underwriters they can be designated or named as "Lloyd's Underwriters" and such designation shall be binding on the Underwriters as if they had each been individually named as defendant. Service of such proceedings may validly be made upon the Attorney In Fact in Canada for Lloyd's Underwriters, whose address for such service is 1155 rue Metcalfe, Suite 2240, Montreal, Quebec H3B 2V6.

#### NOTICE

Any notice to the Underwriters may be validly given to the Coverholder.

**IMMEDIATE NOTICE MUST BE GIVEN IF ANY CHANGES ARE REQUIRED.  
SUBJECT TO THE POLICY TERMS, CONDITIONS AND EXCLUSIONS. E.&O.E.**



**Authorized Representative**

**THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE**

## ACKNOWLEDGMENT OF RISK AND RELEASE OF LIABILITY

(AR-0103)

For Participants Over the Age of Majority in the Province or Territory in which the Equine 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 Equine 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: \_\_\_\_\_,

its directors, officers, employees, volunteers, business operators, agents and site property owners or lessees (collectively the "Host"). Without limiting the generality of the foregoing, "Equine Activities" includes but is not limited to, competitions, tournaments organized and /or operated by the "Host", riding instruction, coaching and 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 "Equine Activities" and injuries resulting from these "Risks" are a common occurrence. I am aware that the "Risks" of "Equine Activities" mean those dangerous conditions which are an integral part of "Equine Activities", including but not limited to:
  - (a) the propensity of any equine 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'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.
  - (d) the potential of natural or man-made hazards being present that can cause me harm, including communicable disease.
- \_\_\_\_ 2. I freely accept and fully assume all responsibility for all "Risks" and possibilities of any and all personal injury, sickness, disease, medical payments, death, property damage or loss resulting from my participation in "Equine Activities".
- \_\_\_\_ 3. I agree that although the "Host" has taken steps to reduce the "Risks" and increase the safety of the "Equine Activities", it is not possible for the "Host" to make the "Equine Activities" completely safe. I accept these "Risks" and agree to the terms of this waiver even if the "Host" is found to be negligent or in breach of any duty of care or any obligation to me in my participation in "Equine Activities".
- \_\_\_\_ 4. In addition to consideration given to the "Host" for my participation in "Equine 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 resulting from my participation in the equine activity due to any cause, including but not limited to negligence (failure to use such care as a reasonably prudent and careful person would use under similar circumstances), breach of any duty imposed by law, breach of contract or mistake or error in judgment of the "Host"; 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 "Equine Activities".
- \_\_\_\_ 5. 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 "Equine 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 "Equine Activities" are provided by the "Host".
- \_\_\_\_ 6. 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 Representatives".
- \_\_\_\_ 7. I confirm that I have reached the age of majority in the province in which I am participating in "Equine Activities".

Participant Name \_\_\_\_\_ Date of Birth \_\_\_\_\_ Tel # \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ Province \_\_\_\_\_ Postal \_\_\_\_\_

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

\_\_\_\_\_  
(Signature of "Host" Witness)

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_



## ACKNOWLEDGMENT OF RISK AND RELEASE OF LIABILITY

(AR-0103)

For Participants Under the Age of Majority in the Province or Territory in which the Equine Activities are Provided by the Host

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

### The Parent/Guardian Must Read and Understand this Waiver Prior to Infant Participating in Equine 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 on behalf of the Infant Participant named below with and for the benefit of:

\_\_\_\_\_, its directors, officers, employees, volunteers, business operators, agents, and site property owners or lessees (the "Host"). Without limiting the generality of the foregoing, "Equine Activities" includes but is not limited to competitions, tournaments organized and /or operated by the "Host", riding instruction, coaching and training provided by the "Host" to the Infant Participant.

#### Initial Each Item below after Reading and Understanding each item:

- \_\_\_\_ 1. I am the Parent/Guardian of the Infant Participant and am executing this waiver on behalf of the Infant Participant in my capacity as Parent/Guardian and with the intent that this waiver be binding on myself and the Infant Participant for all legal purposes.
- \_\_\_\_ 2. I am aware that there are inherent dangers, hazards and risks ("Risks") associated with "Equine Activities" and injuries resulting from these "Risks" are a common occurrence. I am aware that the "Risks" of "Equine Activities" mean those dangerous conditions which are an integral part of "Equine Activities", including but not limited to:
  - (a) the propensity of any equine 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's reaction to such things as sounds, sudden movement, tremors, vibrations, unfamiliar objects, persons or other animals and hazards such as subsurface objects; and
  - (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.
  - (d) the potential of natural or man-made hazards being present that can cause me harm, including communicable disease
- \_\_\_\_ 3. I freely accept and fully assume all responsibility for all "Risks" and possibilities of any and all personal injury, sickness, disease, medical payments, death, property damage or loss resulting from the Infant Participant's participation in "Equine Activities".
- \_\_\_\_ 4. I agree that although the "Host" has taken steps to reduce the "Risks" and increase the safety of the "Equine Activities", it is not possible for the "Host" to make the "Equine Activities" completely safe. I accept these "Risks" and agree to the terms of this waiver on behalf of the Infant Participant, even if the "Host" is found to be negligent or in breach of any duty of care or any obligation to myself or the Infant Participant in the Infant's participation in "Equine Activities".
- \_\_\_\_ 5. In addition to consideration given to the "Host" for the Infant Participant's participation in "Equine Activities", I and my heirs, next of kin, executors, administrators and assigns, as well as the Infant Participant and his/her heirs, next of kin, executors, administrators and assigns (collectively our "Legal Representatives") agree:
  - (a) to waive all claims that the Infant Participant has or may have in the future against the "Host";
  - (b) to release and forever discharge the "Host" from all liability for personal injury, death, property damage, or loss that I, the Infant Participant, or our "Legal Representatives" might suffer as a result of the Infant Participant's participation in "Equine Activities" due to any cause, including but not limited to negligence (failure to use such care as a reasonably prudent and careful person would use under similar circumstances), breach of any duty imposed by law, breach of contract or mistake or error in judgment of the "Host"; 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 the Infant's participation in "Equine Activities".
- \_\_\_\_ 6. 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 "Equine 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 "Equine Activities" are provided by the "Host".
- \_\_\_\_ 7. 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 the "Host", myself as Parent/Guardian, and the Infant Participant, and it is binding on myself, the Infant Participant and our "Legal Representatives".

Infant Participant's Name \_\_\_\_\_ Date of Birth \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ Province \_\_\_\_\_ Postal \_\_\_\_\_

Parent/Guardian's Name \_\_\_\_\_ Date of Birth \_\_\_\_\_ Tel # \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ Province \_\_\_\_\_ Postal \_\_\_\_\_

\_\_\_\_\_  
(Signature of Parent/Guardian of Infant Participant)

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

\_\_\_\_\_  
(Signature of "Host" Witness)

**LOGO HERE**

**NAME OF ORGANIZATION HERE**

the “**Organization**”

**Daily Attestation**

**DAILY COVID-19 ATTESTATION AND AGREEMENT**

By signing below, the Participant (named below) or the Participant’s Guardian attests that the Participant:

1. Does not knowingly have COVID-19;
2. Is not experiencing any known symptoms of COVID-19, such as fever, cough, shortness of breath or malaise;
3. Has not travelled internationally during the past 14 days;
4. Has not frequented a COVID-19 high risk area in the Province during the last 14 days;
5. Has not, in the past 14 days, knowingly come into contact with someone who has COVID-19, who has known symptoms of COVID-19, or is self-quarantining after returning to Canada; and
6. Has been following government recommended guidelines in respect of COVID-19, including practicing physical distancing.

Furthermore, by signing below, the Participant or the Participant’s Guardian agrees that while attending or participating in the Organization’s events or attending at the Organization’s facilities, the Participant:

1. Will follow the laws, recommended guidelines, and protocols issued by the Government of the Province in respect of COVID-19, including practicing physical distancing, and will do so to the best of the Participant’s ability while participating in the Organization’s events or attending at the Organization’s facilities;
2. Will follow the guidelines and protocols mandated by the Organization in respect of COVID-19;
3. Will, in the event that the Participant experiences any symptoms of illness such as a fever, cough, difficulty breathing, shortness of breath or malaise, immediately:
  - a. inform a representative of the Organization; and
  - b. depart from the event or facility.

**FOR PARTICIPANTS WHO HAVE BEEN DIAGNOSED WITH COVID-19**

By signing below, the Participant (named below) or the Participant or the Participant’s Guardian attests that the Participant has been diagnosed with COVID-19, but been cleared as noncontagious by provincial or local public health authorities and has provided to the Organization, in conjunction with this COVID-19 ATTESTATION AND AGREEMENT, written confirmation from a medical doctor of the same.

**Print Name:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_\_  
the “**Participant**” (mm/dd/yyyy)

**Print Name:** \_\_\_\_\_  
The “**Guardian**” (if Participant is a minor)

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Participant or Guardian for minor (mm/dd/yyyy)



**LOGO HERE**

**NAME OF ORGANIZATION HERE**

the “**Organizer**”

## Event Participation Waiver

### **WAIVER OF LIABILITY FOR ALL CLAIMS AND RELEASE OF LIABILITY**

**PLEASE READ CAREFULLY BEFORE SIGNING.** Completed waivers must be returned with registration or prior to attending the Organizer’s event: \_\_\_\_\_ (the “**Event**”). This waiver does not affect accident and out-of-country travel insurance provided by the Organization where applicable.

By signing below, the Participant (named below) and/or the Participant’s Guardian represents that the Participant:

1. Has not travelled internationally during the last 14 days;
2. Has not visited a COVID-19 high risk area, region or location in Canada during the last 14 days;
3. Does not knowingly have COVID-19;
4. Is not experiencing known symptoms of COVID-19, such as fever, cough, or shortness of breath, and if experiences such symptoms during the Event will immediately depart from the Event;
5. Has not, in the past 14 days, knowingly come into contact with someone who has COVID-19, who has known symptoms of COVID-19, or is self-quarantining after returning to Canada; and
6. Follows government recommended guidelines in respect of COVID-19, including practicing physical distancing, and will do so to the best of the Participant’s ability during the Event.

In addition, by signing below the Participant and/or the Participant’s Guardian understands, acknowledges and assumes the inherent risks in participating in the Event, including, but not limited to: the potential for bodily injury or illness (including contraction of COVID-19); contact or interaction with others who may have been exposed to COVID-19; permanent disability, paralysis, or loss of life; collision with natural or manmade objects; dangers arising from adverse weather conditions; imperfect venue or field of play conditions; equipment failure; participants of varying skill levels; inadequate safety measures; circumstances known, unknown or beyond the control of the Organizer, its partners, sponsors, agents, affiliates, directors, employees, officer, therapists, or volunteers (together, the “**Organization**”); negligence or omission of the Organization (collectively, the “**Risks**”).

In consideration for allowing the Participant to participate in the Event, the Participant and/or the Participant’s Guardian: (a) release, discharge and forever hold harmless the Organization from any and all liability for damages or loss arising as a result of the Risks of participation in or in connection with the Event; (b) waive any right to sue the Organization in respect of all causes of action (including for injuries or illness caused by their own negligence), claims, demands, damages or losses of any kind that may arise as a result of the Risks of participation in or in connection with the Event, including without limitation the right to make a third party claim or claim over against the Organization arising from the same; and (c) freely assumes all risks associated with the Risks, anything incidental to the Risks, which may arise as a result of participation in or in connection with the Event. **YOU ARE GIVING UP LEGAL RIGHTS TO ANY AND ALL FUTURE CLAIMS AGAINST THE ORGANIZATION.**

I confirm that I have read and fully understand this waiver and release of liability. I sign this waiver and release of liability voluntarily without any inducement, assurance, or warranty being made to me.

**Print Name:** \_\_\_\_\_  
the “**Participant**”

**Date of Birth:** \_\_\_\_\_  
(mm/dd/yyyy)

**Print Name:** \_\_\_\_\_  
The “**Guardian**” (if Participant is a minor)

**Signature:** \_\_\_\_\_  
Participant or Guardian for minor

**Date:** \_\_\_\_\_  
(mm/dd/yyyy)

**LOGO HERE**

**NAME OF ORGANIZATION HERE**

the “**Organization**”

**Facility Use Waiver**

**WAIVER OF LIABILITY FOR ALL CLAIMS AND RELEASE OF LIABILITY**

**PLEASE READ CAREFULLY BEFORE SIGNING.**

Completed waivers must be returned prior to entry and use of the Organization’s facilities. This waiver does not affect accident and out-of-country travel insurance provided by the Organization where applicable.

By signing below, the Participant (named below) and/or the Participant’s Guardian understands and acknowledges, the risks, dangers, and hazards which are inherent on entering all lands, properties, facilities, structures, installations, vehicles or equipment owned, leased, operated or otherwise controlled by the Organization (the “**Premises**”), which risks include, but are not limited to: the potential for bodily injury or illness (including contraction of COVID-19); contact or interaction with others who may have been exposed to COVID-19; close proximity to or contact with surfaces, equipment, fixtures, or other objects that, despite the Organization’s efforts, may be infected with COVID-19 or other communicable illnesses; permanent disability, paralysis, or loss of life; collision with natural or manmade objects; tripping hazards; imperfect venue or field of play conditions; equipment failure; participants of varying skill levels; the negligent use of the Premises by others; inadequate safety measures or unsafe Premises; other circumstances known, unknown or beyond the control of the Organizer, its partners, sponsors, agents, affiliates, directors, employees, officers, therapists, or volunteers (together, the “**Releasees**”); or negligence or omission of the Releasees (collectively, the “**Risks**”).

In consideration for allowing the Participant to use the Premises, the Participant and/or the Participant’s Guardian: (a) release, discharge and forever hold harmless the Releasees from any and all liability for damages or loss arising as a result of the Risks arising from entry into or use of the Premises; (b) waive any right to sue the Releasees in respect of all causes of action (including for injuries or illness caused by their own negligence), claims, damages or losses of any kind that may arise as a result of the Risks or in connection with entry into or use of the Premises, including without limitation the right to make a third party claim or claim over against the Releasees arising from the same; and (c) freely assumes all risks associated with the Risks or anything incidental to the Risks, which may arise as a result of or in connection with use of the Premises. **YOU ARE GIVING UP LEGAL RIGHTS TO ANY AND ALL FUTURE CLAIMS AGAINST THE ORGANIZATION AND RELEASEES.**

I confirm that I have read and fully understand this waiver and release of liability. I sign this waiver and release of liability voluntarily without any inducement, assurance, or warranty being made to me.

**Print Name:** \_\_\_\_\_  
the “**Participant**”

**Date of Birth:** \_\_\_\_\_  
(mm/dd/yyyy)

**Print Name:** \_\_\_\_\_  
the “**Guardian**” (if Participant is a minor)

**Signature:** \_\_\_\_\_  
Participant or Guardian for minor

**Date:** \_\_\_\_\_  
(mm/dd/yyyy)

## **EQUINE INCIDENT REPORT**

BUSINESS NAME: \_\_\_\_\_

DATE REPORTED: \_\_\_\_\_

EXACT LOCATION: \_\_\_\_\_

DATE OF INCIDENT: \_\_\_\_\_ TIME OF INCIDENT: \_\_\_\_\_

INCIDENT REPORT COMPLETED BY: \_\_\_\_\_ INCIDENT REPORTED TO: \_\_\_\_\_

TIME INCIDENT LOCATION INSPECTED: \_\_\_\_\_ INSPECTED BY: \_\_\_\_\_

### **1. INJURED PERSON DETAILS**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NO.: (Home) \_\_\_\_\_ (Business) \_\_\_\_\_ (Mobile) \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_ (approx. or guess if unknown)      MALE ☐ FEMALE ☐

IF INJURED PERSON IS A MINOR, WERE PARENTS/GUARDIANS PRESENT AT TIME OF

ACCIDENT: YES ☐ NO ☐

WAS INJURED PERSON      Reasonable ☐      Upset ☐      Aggressive ☐      Add relevant comments: \_\_\_\_\_

WALKING STICK ☐ GLASSES ☐ CARRYING GOODS ☐ INTOXICATED ☐ OTHER IMPAIRMENTS ☐

### **2. WITNESS DETAILS** (if more than one witness is involved, provide the following information on a separate page for each witness)

ATTACH STATEMENTS OR ADDITIONAL COMMENTS

NAME OF WITNESS: \_\_\_\_\_

ADDRESS OF WITNESS: \_\_\_\_\_

TELEPHONE NO.: (Home) \_\_\_\_\_ (Business) \_\_\_\_\_ (Mobile) \_\_\_\_\_

TYPE OF WITNESS: EYE WITNESS TO INCIDENT ☐ CIRCUMSTANTIAL WITNESS ☐

RELATIONSHIP TO INJURED PERSON: \_\_\_\_\_

IF ANOTHER PARTY RESPONSIBLE, PLEASE PROVIDE DETAILS: \_\_\_\_\_

### **3. PERSONAL INJURY DETAILS**

PART OF BODY INJURED:

Head & Neck ☐      Hip ☐      Hands/Fingers ☐      Eyes or Face ☐      Feet & Toes ☐

Shoulder ☐      Knee ☐      Back & Trunk ☐      Arms/Wrists ☐      Other ☐

If Other, or multiple, please describe: \_\_\_\_\_

NATURE OF INJURY:

Multiple ☐      Minor Bruise – Not Disabling ☐      Concussion/Unconscious (Serious) ☐

Fracture ☐      Major Bruising – Disabling ☐      Burns/Scalds – requiring medical attention ☐

Sprain ☐      Minor Cut/Laceration – no stitches ☐      Ligament Damage ☐

Dislocation ☐      Cut/Laceration requiring stitches ☐      No Apparent Injury ☐

Superficial ☐      Minor Concussion ☐      Other ☐

If Other, please describe: \_\_\_\_\_

# DESCRIPTION OF and SEQUENCE OF EVENTS LEADING UP TO THE INCIDENT

(as described by injured party)

---

---

---

---

---

---

---

## DESCRIPTION OF INCIDENT

(by you or independent witness)

---

---

---

---

---

---

---

WAS INJURED PERSON TAKEN TO: TREATMENT BY FIRST AIDER ☐ DOCTOR/HOSPITAL ☐ AMBULANCE ☐

NAME OF FIRST AIDER/PERSON ATTENDING: \_\_\_\_\_ CONTACT NO.: \_\_\_\_\_

OTHER (please describe): \_\_\_\_\_

IF THIRD PARTY/CONTRACTOR AT FAULT: THIRD PARTY/CONTRACTOR'S NAME: \_\_\_\_\_

THIRD PARTY/CONTRACTOR'S INSURANCE DETAILS: \_\_\_\_\_

### 4. **PROPERTY DAMAGE** (complete if there is property damage)

ITEM DAMAGED: \_\_\_\_\_

DETAILS: \_\_\_\_\_

---

---

IF VIEWED AND BY WHOM: \_\_\_\_\_

PHOTOS TAKEN AND BY WHOM: \_\_\_\_\_

### 5. **LOCATION OF INCIDENT**

Car Park <input type="checkbox"/>	Entrance/Exit <input type="checkbox"/>	Riding Ring <input type="checkbox"/>
Car Park Ramps <input type="checkbox"/>	Internal Ramp <input type="checkbox"/>	Clinic/Show Ring <input type="checkbox"/>
Children's Play Area <input type="checkbox"/>	Eventing Field <input type="checkbox"/>	Warm Up Ring <input type="checkbox"/>
Stable Area <input type="checkbox"/>	Paddock <input type="checkbox"/>	Other <input type="checkbox"/>

If Other, please describe: \_\_\_\_\_

---

**6. EQUINE INFORMATION**

HORSE NAME: \_\_\_\_\_ HORSE AGE: \_\_\_\_\_

NAME OF HORSE'S OWNER(s): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

USE OF HORSE AT THE TIME (i.e. School Horse): \_\_\_\_\_

DESCRIBE PHYSICAL PROBLEMS OF HORSE THAT MAY HAVE BEEN A CONTRIBUTING FACTOR: \_\_\_\_\_

\_\_\_\_\_

INDICATE THE HORSE'S EXPERIENCE IN THIS ACTIVITY: \_\_\_\_\_

\_\_\_\_\_

HAD THE INJURED PERSON HANDLED OR RIDDEN THIS HORSE BEFORE: YES ☐ NO ☐ IF YES, HOW OFTEN: \_\_\_\_\_

DID THE INJURED PERSON SIGN A RELEASE FORM: YES ☐ NO ☐ IF YES, ATTACH A COPY

LIST ANY OTHER DETAILS THAT ARE PERTINENT TO THE ACCIDENT: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**RECORD OF INCIDENT**

Video/Closed Circuit ☐

Photo ☐

None ☐

INCIDENT REPORT COMPLETED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_



## Equine CLUBS Premium Invoice

**NAMED INSURED:** Atlantic Canada Trail Riding Association (ACTRA)

**ADDRESS:** c/o April Haliburton 266 Maloney Rd  
Admiral Rock, NS, B0N 2H0

Coverage	Limit	Premium
<b>Base Premium</b>	Applicable	\$380.00
<b>Commercial Property (Excluding Buildings &amp; Permanent Structures)</b>	\$10,000	Included
<b>Tenant Legal Liability</b>	\$1,000,000	Included
<b>Club World Wide Liability including Injury to Participants</b>	\$5,000,000	Included
<b>Crime Coverage</b> Loss Inside Premises Loss Outside Premises Money Orders and Counterfeit Paper Currency Depositors Forgery	\$2,500	Included
<b>Crime Coverage</b> Employee Dishonesty	\$10,000	Included
<b>Non Owned Horses in your Custody</b> Per Horse Maximum Per Incident/Annual Aggregate	\$50,000 \$250,000	Included
<b>Liability is extended to the ownership or leasing of land and buildings, and the operations or maintenance of equine facilities year round</b>	Not Applicable	
<b>Boarding</b>		
<b>Liability is extended to cover the Subgroup(s) and/or Regional Group(s)</b>	Not Applicable	
<b>Premium</b> Minimum & Retained Premium (if policy is cancelled)		<b>\$380.00</b> \$380.00 or 50% whichever is greater
PST		\$0.00
<b>Total Amount Due</b>		<b>\$380.00</b>

**PAID** ☒

**DATE PAID** December 6, 2020





## Equine CLUBS APPLICATION

**CLUB NAME:** Atlantic Canada Trail Riding Association (ACTRA)

**ADDRESS:** c/o April Haliburton 266 Maloney Rd  
Admiral Rock, NS, B0N 2H0

**TEL:** (902) 758-4250

**CELL TEL:**

**EMAIL:** aprilhaliburton@gmail.com

**WEBSITE:** www.atlanticriders.ca

**CONTACT NAME:** April Haliburton

**POSITION ON BOARD:** Treasurer

**PROVINCIAL EQUINE ASSOCIATION:** Yes

**PROVINCIAL ASSOCIATION:** NSEA - Nova Scotia Equestrian Federation

**ALL MEMBERS IN GOOD STANDING OF A PTSO:** Yes

<b>CLUB'S ACTIVITIES:</b>	<input checked="" type="checkbox"/> Member Rides	<input checked="" type="checkbox"/> Clinics	<input type="checkbox"/> Lessons	<input checked="" type="checkbox"/> Competitions	<input checked="" type="checkbox"/> Social Events	<input checked="" type="checkbox"/> Meetings
	<input type="checkbox"/> Club Auctions	<input checked="" type="checkbox"/> Exhibitor at Trade Shows	<input type="checkbox"/> Overnight Camps	<input type="checkbox"/> Retail Sales	<input type="checkbox"/> Used Tack Sales	
	<input type="checkbox"/> Fundraising Activities	<input type="checkbox"/> Mounted Archery	<input type="checkbox"/> Mounted Shooting	<input checked="" type="checkbox"/> Other	Long Distance Trailing Riding Competitions	

**TRAILS BUILT, CLEARED, MAINTAINED:** Yes

**TRAILS CLEARED TO ENSURE SAFE RIDE:** Yes

**FOOD OR CONCESSION SALES:** No

**SERVE AND/OR SELL ALCOHOL:** No

**ROUGH STOCK EVENTS/ACTIVITIES:** No

**OFFER EAL:** No

**INSURANCE CLAIMS:** No

**OPERATIONS OR ACTIVITIES IN USA:** No

**RENT PROPERTY TO OTHERS:** No

**RENT LONGER THAN 15 DAYS:** No

**OPTIONAL TACK COVERAGE:** No

**UMBRELLA ORGANIZATION:** No

**ADDITIONAL INSURED:** No

☒ I declare that the statements made in this application are true to the best of my knowledge. I understand that the Application will form part of the insurance policy provided through certain Underwriters. I acknowledge that if, at the time of claim, it is discovered that any question in this application is not answered truthfully, accurately and completely, it may result in the non-payment of any claim and/or my coverage will be made null and void.

APPLICATION DATE: November 20, 2020

ELECTRONIC ACKNOWLEDGMENT RECORDED  
Signature of Applicant