



5800 Explorer Drive, Suite 101
 Mississauga, ON L4W 5K9
 905-602-9339 or 800-753-2632
 Fax: 905-602-9141
 www.kandkcanada.com
 K&K Insurance Brokers, Inc. Canada

COMMERCIAL HORSE FARM LIABILITY APPLICATION

Underwriters will rely upon each and every response given in this Proposal Form and any Supplementary Proposal Form in deciding whether or not to insure this risk and if so at what premium, terms and conditions. Underwriters regard every response to be material to their decisions. Failing to answer or answering any question below incorrectly could invalidate any policy of insurance written by Underwriters for this risk.

We have a professional duty of confidentiality and are committed to holding personal information in strict confidence. The information provided to us will only be disclosed where required by law to do so or required to do so in conducting negotiations with third parties, such as insurance companies, on your behalf.

We will further safeguard the security of such information in a manner appropriate to sensitivity of that information.

Name: _____

D/B/A's: _____

Address: _____

City Province Postal Code

SECTION I FARM & ANIMAL COMMERCIAL GENERAL LIABILITY, INCLUDING INJURY TO PARTICIPANTS AND EXCLUDING RODEOS, RODEO ASSOCIATIONS, UNESCORTED RIDING/RENTAL OPERATIONS AND ANY OPERATIONS NOT DECLARED.

| | | | |
|---|--|---------------------------|---------------------------|
| Please indicate % for each business operations: | Equestrian Centre _____% | Horse Owner _____% | Horse Club _____% |
| | Horse Breeder _____% | Riding Instruction _____% | Pony Rides _____% |
| | Tour Guide (other than any horse related activities) _____% | Dude Ranch _____% | Farrier _____% |
| | Trail Rides _____% | Horse Trainer _____% | Other (not listed above): |
| | Wagon Rides _____% | Sleigh Rides _____% | Describe: _____ |
| | | | |

1. Acreage of property(ies) you own or occupy: _____

Location, if different from above: _____

2. Indicate number of show days per annum held on your premises: _____

3. Indicate number of clinic days per annum held on your premises: _____

4. Indicate number of animals you own or lease: a) Racing: _____

b) Breeding _____

c) Lessons: _____

d) Other: **(usage not listed above)** _____

Describe: _____

5. RIDING INSTRUCTION (Include names, ages and qualifications of all instructors to be insured): _____

Indicate Gross Revenue: \$ _____

READ CAREFULLY - THIS DECLARATION FORMS PART OF YOUR POLICY

6. HORSE TRAINERS (Indicate number of horses trained per annum): a) Racing: _____

b) Equestrian: _____

Other: **(usage not listed above)** _____

Describe: _____

7. TRAIL RIDE/DUDE RANCH/TOUR GUIDE LIABILITY (Provide estimates of the following for the next 12 months):

Gross Revenue: \$ _____ Maximum number of customers per guide/wrangler: _____

Maximum number of customers per trip: _____ Average number of days per trip: _____

List or attach names, ages and qualifications of all trail guides/wrangers:

8. Do you sell food or alcohol? Yes No

Is yes, estimate annual gross revenue for the sale of: Food: \$ _____

Alcohol: \$ _____

9. HORSE CLUB LIABILITY:

Estimate the following:

a) Total membership of your club: _____

b) Number of directors and active volunteers: _____

c) Gross annual club revenue: _____

10. If you have any other operations not declared including but not limited to riding camps, dances, parades, tack sales etc., attach a detailed description of these operations.

SECTION II STABLEMANS LIABILITY NON OWNED HORSES IN YOUR CARE CUSTODY CONTROL

11. Do you board, train or care for horses owned by others? Yes No

If yes, do you wish Legal Liability Protection with respect to damage to or destruction of these horses? Yes No

If yes, estimate the number of non-owned horses for the following:

a) Train for racing:

| | |
|----------------|----------------|
| Maximum | Minimum |
| _____ | _____ |

b) Board:

| | |
|-------|-------|
| _____ | _____ |
|-------|-------|

c) Other: (usage not listed above)

| | |
|-------|-------|
| _____ | _____ |
|-------|-------|

Describe: _____

TOTAL:

| | |
|-------|-------|
| _____ | _____ |
|-------|-------|

READ CAREFULLY - THIS DECLARATION FORMS PART OF YOUR POLICY

12. Do you transport non-owned horses? Yes No

If yes, a) How many horse trailers do you own/operate? _____

b) Combined stall capacity of all trucks/trailers: _____

c) Estimated annual trailering miles: _____

13. Do your clients sign waivers/contractual agreements for ALL your equine activities? Yes No

If yes, attach samples.

SECTION III TENANTS FIRE LEGAL LIABILITY

14. Do you rent buildings owned by others with respect to your operations, shows, clinics, meetings, dances, etc.? Yes No
If yes, do you wish Legal Liability Protection with respect to fire damage to buildings owned by others and in your control? Yes No

If yes, estimate: a) Annual number of premises rental days: _____
b) Largest premises occupied (square feet): _____
c) Type of premises rented (describe): _____

SECTION IV ***EQUESTRIAN ACCIDENT BENEFITS**

15. Do you wish Equestrian Accident Benefits for riders and passengers? (see page 4 for limits) Yes No
If yes, indicate average number of participants at:

Shows: _____ Clinics: _____
Other (describe): _____

SECTION VI PREVIOUS INSURER/CLAIMS HISTORY

16. a) Name of Previous and or Current Insurer: _____

b) Describe any claims or potential claims that exist or have occurred in the past five years: _____

ATTACH ANY ADDITIONAL STATEMENTS, INFORMATION, PHOTOGRAPHS, ADVERTISING BROCHURES OR ANY OTHER INFORMATION THAT WILL ASSIST UNDERWRITERS TO PROPERLY ASSESS YOUR RISK.

READ CAREFULLY - THIS DECLARATION FORMS PART OF YOUR POLICY

SECTION VII COVERAGE SUMMARY

Check coverages and limits desired.

I FARM & ANIMAL COMMERCIAL GENERAL LIABILITY, INCLUDING INJURY TO PARTICIPANTS AND EXCLUDING RODEOS, RODEO ASSOCIATIONS, UNESCORTED RIDING/RENTAL OPERATIONS AND ANY OPERATIONS NOT DECLARED

Check limit desired: \$1,000,000
 \$2,000,000

Including Medical Payments (excluding participants) \$25,000 per occurrences

II CARE CUSTODY OR CONTROL Yes No

If yes, check limit desired: \$5,000 per animal / \$25,000 per occurrence
 \$10,000 per animal / \$50,000 per occurrence

- \$20,000 per animal / \$100,000 per occurrence
- \$50,000 per animal / \$100,000 per occurrence
- \$100,000 per animal / \$100,000 per occurrence

III TENANTS LEGAL LIABILITY

Yes No

If yes, check limit desired:

- \$100,000
- \$200,000
- \$300,000

IV ACCIDENT BENEFITS, INCLUDING PARTICIPANTS

[gu*****P q

- a) \$10,000 Loss of Life, Dismemberment
- \$20,000 Loss of Sight, Paralysis
- \$ 7,500 Accident Reimbursement
- \$ 5,000 Accident Dental Reimbursement

OR:

- b) Loss of Life, Dismemberment
- Loss of Sight, Paralysis - Increased to \$100,000

SECTION VIII WAIVER AGREEMENT WARRANTY

It is warranted that the applicant will require each of their customers to sign and date a copy of the attached waiver agreement prior to allowing them to engage in any Equine activities. In the case of minors, the waiver must be signed by one of the participants' parents or legal guardians.

Failure to comply with the above condition will render the coverage provided under Section I - Farm & Animal Commercial General Liability null and void.

SECTION IX DECLARATION BY APPLICANT

I (we) understand that any misstatement on this application shall be considered a violation of coverage afforded by any policy issued on the basis of this application which will form the statement of declarations in any policy issued.

DATE: _____ **BROKER:** _____

SIGNATURE: _____

SIGNED BY: _____

READ CAREFULLY - THIS DECLARATION FORMS PART OF YOUR POLICY

**ASSUMPTION OF RISKS, RELEASE OF INTEREST, WAIVER OF CLAIM, AND INDEMNITY AGREEMENT
BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE.
PLEASE READ CAREFULLY!**

To: _____

(referred to in this agreement as the "Provider")

AND TO: ALL PROPERTY OWNERS (PRIVATE, FEDERAL, PROVINCIAL, REGIONAL AND MUNICIPAL)

On my behalf, and on the behalf of any minor children participating in these activities, for whom I am legally responsible, I agree to the following:

ASSUMPTION OF RISKS:

I am aware and understood that activities involving these horses involve many risks, dangers and hazards. Including, but not limited to the following:

1. Horses, which are powerful and potentially dangerous animals, may change their behavior at any time and may, without warning, jump, run wildly, buck, kick, bite or step on people or things;
2. Horses may collide with other horses or objects or trip, stumble or fall even if being led, ridden, or attended to;
3. Negligence (which means, in general terms, a failure to exercise ordinary or proper care) of other riders or my or my child's own failure to ride safely within my or my child's ability or within designated areas and trails;
4. Equipment may fail;

5. Weather conditions can change and can sometimes be dangerous;
6. The nature of the terrain can change and has certain risks associated with it including, but not limited to, exposed natural objects, trees, streams and creeks;
7. The activities can sometimes be in remote areas and injuries or illness may occur and it may be a considerable distance to doctors, hospitals, or any other type of assistance; and
8. Negligence on the part of A PROPERTY OWNER AND/OR THE PROVIDER OF THEIR STAFF.

I am also aware that the risks, dangers and hazards referred to above exist throughout the trail, stable, practice and other areas and many are unmarked. I understand and acknowledge that no amount of caution, experience and instruction can eliminate all of the risks involved and I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage and damages or loss resulting therefrom.

| | |
|----------|----------|
| Initials | Initials |
|----------|----------|

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND IDEMNITY AGREEMENT

In consideration of the Provider providing me or my child with their horses or sleigh riding and other services and permitting my or my child's use of their equipment, and other facilities and the Property Owners providing me or my child with the use of their property (hereinafter collectively) referred to as "the Services"), I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I or my child have or may in the future have against a Property Owner or the Provider, and their directors, officers, employees, agents, representatives, and volunteers (all of whom are hereinafter collectively referred to as "THE RELEASEES") and TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury or expense that I or my child may suffer, or that my or my child's next of kin may suffer as a result of my or my child's use of the services or due to any cause whatsoever, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OR CARE INCLUDING ANY DUTY OF CARE OWED UNDER THE "OCCUPIERS LIABILITY ACT" ON THE PART OF THE RELEASEES;
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damages to the property of or personal injury to any third party resulting from my or my child's use of the services;
3. This Agreement shall be effective and binding upon my or my child's heirs, next of kin, executors, administrators, assigns and representatives in the event of my or my child's death or incapacity;
4. This agreement shall be governed by and interpreted in accordance with the laws of the Province of; and
5. Any litigation involving the parties to this Agreement shall be brought within the Province of

| | |
|----------|----------|
| Initials | Initials |
|----------|----------|

PROTECTIVE HEAD GEAR & RIDING BOOTS

1. Proper riding footwear is required by all persons, regardless of age, participating in any horse related activities.
2. ALL MINORS (Horse back riders under 19 years of age) are required to wear protective head gear in the form of high impact helmet and proper footwear.
3. IT IS HIGHLY RECOMMENDED THAT ALL HORSE BACK RIDERS OF ANY AGE WEAR A HIGH IMPACT HELMET.
4. I (we) decline to wear a helmet(s)

| | |
|----------|----------|
| Initials | Initials |
|----------|----------|

In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the Releasees other than what is set forth in this Agreement.

I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT, FROM THIS DAY FORWARD, I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I, MY CHILD, MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND/OR REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signed this _____ day of _____ 20 _____

Name

Signature of Customer (a parent or
Guardian must sign for children under 19)

Witness

THIS AGREEMENT MUST BE COMPLETED IN FULL, SIGNED, DATED, AND WITNESSED BEFORE ANY ACTIVITY WITH HORSES MAY BE UNDERTAKEN.

HORSE BOARDING AGREEMENT

Between: _____
(Landlord)

and: _____
(Horse owner/tenant)

Re: _____ Stall no: _____
(name/description of horse)

THE LANDLORD agrees to lease to the Tenant, and the Tenant agrees to lease from the Landlord the above noted Stall for the purpose of boarding the above noted horse upon the following terms and conditions:

Á
THE LANDLORD will supply use of said stall together with feed, water, bedding, for said horse and use of arenas, turn out and general facilities.

Á
THE TENANT shall pay to the Landlord the sum of _____dollars () per month, for each month of this lease, payable in advance, on the 1st day of each respective month.

THE TERM of this Lease shall continue on a month-to-month basis and terminate whenever either party gives to the other Notice of Termination. The Landlord shall in like fashion give notice of any increase in monthly charge at least one month in advance of date of such increase.

THE TENANT shall be solely and completely responsible for the following:

- Third party liability insurance with respect to ownership/lease of said horse;
- Full and complete insurance on said horse and equipment, at Tenant's option;
- Veterinarian and Blacksmith charges;
- Payment to the Landlord of rent/board charges as herein set out;
- Any and all damage or injury to horse or Tenant or any guest or invitee of Tenant or property of Tenant or invitee.

THE TENANT agrees and acknowledges that neither the Landlord nor the owner of the premises shall in any way whatsoever be responsible for any injury or damage occasioned to the Tenant or to the horse or to any property of the Tenant or to any quest or invitee of the Tenant, or the property of guest or invitee while on said property, and the Tenant agrees to fully indemnify and save harmless the Landlord and the owner of the premises from any such liability.

THE LANDLORD shall have the right of immediate re-entry on non-payment of rent/board charges or non-compliance of any of the Tenant's covenants as herein set out.

THE TENANT shall not be entitled to assign this contract.

Dated this _____ day of _____, 20 _____

per _____
Landlord

per _____
Tenant