



## AGENDA

REGULAR MEETING OF THE RECREATION BOARD OF THE TOWN OF TABER, TO BE HELD IN THE COUNCIL CHAMBERS, ADMINISTRATION BUILDING, ON MONDAY, DECEMBER 12, 2022 AT 5:30 PM.

	<u>MOTION</u>
<b>1. CALL TO ORDER</b>	
<b>2. APPROVAL OF THE AGENDA</b>	X
<b>3. ADOPTION OF THE MINUTES</b>	
ITEM No.3.1 Recreation Board Minutes	X
<b>4. BUSINESS ARISING FROM THE MINUTES - None</b>	
<b>5. ACTION ITEMS</b>	
ITEM No.5.1 Information for the Recreation Board	
<b>6. DELEGATIONS</b>	
ITEM No.6.1 Delegation - Amanda Malone	X
<b>7. MEDIA INQUIRIES</b>	
<b>8. CLOSED SESSION</b>	
<b>9. OPEN SESSION</b>	
<b>10. CLOSE OF MEETING</b>	X



## Recreation Board Request for Decision

**Meeting Date:** December 12, 2022

**Subject:**  
Recreation Board Minutes

**Recommendation:**

That the Recreation Board adopts the Minutes of the Regular Meeting of the Recreation Board held on November 3, 2022, as presented.

**Background:**

Minutes of the Regular Meeting of the Recreation Board held on November 3, 2022.

**Legislation / Authority:**

MGA, Section 208(1)(a)(c)

**Strategic Plan Alignment:**

N/A

**Financial Implication:**

N/A

**Service Level / Staff Resource Implication:**

N/A

**Justification:**

Approval of minutes is in accordance with the Municipal Government Act Section 208



**Alternative(s):**

That the Recreation Board adopts the Minutes of the Regular Meeting of the Recreation Board held on November 3, 2022, as amended.

**Attachment(s):** Minutes

**APPROVALS:**

**Originated By:**

**Chief Administrative Officer (CAO) or Designate:**  - Brian Martin

05/2022

MINUTES OF THE TABER RECREATION BOARD MEETING HELD IN THE  
COUNCIL CHAMBERS, ADMINISTRATION BUILDING ON November 3, 2022  
AT 5:30 PM.

PRESENT:

Darcy Firth  
Danielle Hansen  
Councillor Joanne Sorensen  
Councillor Jack Brewin

ABSENT: Councillor Brian Hildebrand  
Jeff Bronsch  
Brett McCoy

ALSO PRESENT:

Brian Martin, Recreation Manager  
Kory Ostrup, Recreation Assistant Manager  
Marty Planger, Recording Secretary

**CALL TO ORDER**

Danielle Hansen called the Regular Meeting of the Taber Recreation Board  
to order at 5:32 PM.

**ADOPTION OF THE AGENDA**

RES. 18/2022 MOVED by Councillor J. Brewin that the Recreation Board adopt the  
agenda as, presented.

CARRIED UNANIMOUSLY

**ADOPTION OF THE MINUTES**

A) Regular meeting – September 1, 2022

RES. 19/2022 MOVED by D. Firth that the Recreation Board adopts the Minutes of the  
Regular Meeting of the Recreation Board held on September 1, 2022, as  
presented.

CARRIED UNANIMOUSLY

**DELEGATIONS - None**

**BUSINESS ARISING FROM THE MINUTES – None**

**ACTION ITEMS**

**A) Off-Leash Dog Park User Survey**

The Recreation Board reviewed the survey conducted by the dog park users and the resulting priorities. The Members were pleased to hear that the department has been able to address many of the list and recognizes that the desire for trees and grass would first require irrigation which is a budget item. The Board thought it might be nice to invite some of the users to come to a future meeting as a delegation.

RES. 20/2022 MOVED by Councillor J. Brewin that the Recreation Board accepts the Off-Leash Dog Park User Survey as information.

CARRIED UNANIMOUSLY

**B) Community Grant Program Applications**

The Community Grant Program Applications were submitted by the October 15<sup>th</sup> deadline and the Members reviewed each of the requests.

Discussion around the Cowboy Poetry & Western Music occurred. Mr. David Woodruff was available for questions. This group was deemed a profit group by Council in the past, which would make the event ineligible for this program. The group is not a society and were planning to charge entry fees and taking donations.

Discussion also was had regarding the Safe Haven Request for \$1500.00 worth of swimming passes. The Board Members recognized that the town already donates passes on an annual basis, which value is \$552.00 and these are used by the residents of the shelter. There was concerns from some members that the Safe Haven summer programs are a free program, much like the town's which charges, and available to everyone, not just the Safe Haven residents of the shelter.

RES. 21/2022 MOVED by D. Firth that the Recreation Board approves the following Community Grant applications for 2023:

Name Of Applicant	Value of waiver (incl gst)
Community Keep Fit	\$2,847.00
Taber Fading Sons	\$4,749.46
TFSC - Demonstration Days (Dec 22, 2021 & Mar 18, 2022)	\$280.25
Family Connections - Resiliency Campaign	\$292.00
WR Myers - Grad	\$1,569.00
Kinsmen - Senior Dinner	\$612.00
Eagle Spirit Nest Community Association - NIPD	\$694.00
St. Mary's School - Grad	\$1,933.50
Terry Fox Run	\$146.00
ACA - Pheasant Festival	\$2,291.00
Horizon School Division - Headstrong Youth Summit	\$292.00
Safe Haven - Family Violence Awareness Walk	\$182.50
Taber Library	\$1,078.00
St. Patrick's School - Christmas Concert	\$729.75

\$17,696.46

w GST

CARRIED UNANIMOUSLY

RES. 22/2022 MOVED by Councillor J. Brewin that the Recreation Board strongly suggests Administration put the Cowboy Poetry delegation onto the next available Council Meeting Agenda.

CARRIED UNANIMOUSLY

### C) Information for the Recreation Board

The Members reviewed the items presented and were given the opportunity to ask for any of these topics to be expanded on or to discuss any other topic of interest.

There was a discussion about the lesson registration and demand. This session had numerous new classes opened because of the waitlist numbers were indicating a need, and extra instructors were available to teach. With the new Lifesaving lessons being 45 minutes for the lower Swimmer Levels as opposed to Red Crosses being 30 minutes, the number of lessons offered will be affected in the future.

The Board also questioned trees and the need for a tree plan and Administration did recognize the need. It was looked at a few years ago, however the Urban Forestry Plan was never completed.

The KMMSC concession was reported to have made some progress and Administration was touring the next day if anyone is interested to join them.

**RECOGNITION AWARDS – None**

**MEDIA INQUIRIES - None**

**CLOSED SESSION - None**

**CLOSE OF MEETING**

RES. 23/2022 MOVED by Councillor J. Sorensen that this Regular Meeting of the Taber Recreation Board is hereby closed.

CARRIED UNANIMOUSLY AT 6:54 PM

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CHAIRMAN

DRAFT



## Recreation Board Request for Decision

**Meeting Date:** December 12, 2022

**Subject:**

Information for the Recreation Board

**Recommendation:**

"No motion required"

**Background:**

This communication is provided simply as information for the Recreation and no comment is needed. In some cases, thought, the Recreation Board may wish to seek clarification on the matter from Administration, or even challenge the matter through discussion. Placing the information on the Recreation Boards agenda allows these opportunities:

1. The Aquafun Centre has been working on some heating issues while maintaining heat on deck
2. The KMMSC has been closed for the winter
3. Department Heads have been working on 2023 budget
4. Reviewing over 10 policies and procedures
5. Aquafun Centre has been working on procuring new lockers
6. Plans are in the works for 4 tournaments being hosted in the arenas throughout December and January
7. The department has been facilitating and working with many events: Family Violence Awareness, Remembrance Day, Football year end, Jingle Sale, Winter Festival, and numerous church dinners and functions
8. December 14 will be the Winter Swim Lesson Registrations for the new Lifesaving lesson program
9. Winter Leisure Guide draft is being worked on to be public in January 2023
10. Recruiting 2x Operator 1 positions
11. Event planning for 2023

**Legislation / Authority:**

N/A

**Strategic Plan Alignment:**

General information therefore does not specifically apply





**Financial Implication:**

Costs will be associated with various items listed above as per the 2022-Operating budget

**Service Level / Staff Resource Implication:**

Staff resources to be utilized for all items listed above

**Justification:**

To keep the Recreation Board informed of current municipal information and correspondences

**Alternative(s):**

1. The Recreation Board could seek clarification on any matters from Administration
2. The Recreation Board could discuss, in depth, any of the matters raised by the communication and take action through a resolution

**Attachment(s):**

**APPROVALS:**

**Originated By:**

Marty Planger

Chief Administrative Officer (CAO) or Designate:  - Brian Martin



## Recreation Board Request for Decision

**Meeting Date:** December 12, 2022

**Subject:**

Delegation - Amanda Malone

**Recommendation:**

Administration is asking for discussion and recommendation from the Recreation Board to Council.

**Background:**

The trail user group came to Council February 22, 2021 with an agreement between Trail 77 and Taber Riding Groups including their proposed rules and etiquette. This agreement came about after Taber Recreation Board Chair, Danielle Hansen, requested that the Recreation Board have an informal meeting with Trail 77 and the Taber Riders Group. This meeting took place on January 7, 2021.

During the February 22, 2021 Council Meeting the following resolution was made:

*RES. 86/2021      MOVED by Councillor Strojwas that Council directs Administration and the trail user groups to provide more information from joint user groups from the parks, and to bring us back some information on insurance liability for the Town.*

*CARRIED UNANIMOUSLY*

Administration presented requested information to Council during the March 22, 2021 Regular Meeting of Town Council and the following motion was made:

*RES. 120/2021      MOVED by Councillor Firth that Council directs Administration to update the Regulation of Parks, Boulevards, and Sidewalks Bylaw A-203 to include the trails, and the Trail 77 and Taber Riding Group user agreement; and*

*That the user groups are required to provide proof of insurance.*

*DEFEATED*

On November 16, 2022, Administration was approached by Amanda Malone, whom asked to come as a Delegation to this Recreation Board Meeting and is looking for the Board's support to have appropriate Bylaws amended to allow for horseback riding at the Taber Trout Pond Recreation Area.

**Legislation / Authority:**  
Recreation Board Bylaws

**Strategic Plan Alignment:**  
Develop Community and Promote Growth

**Financial Implication:**  
N/A

**Service Level / Staff Resource Implication:**  
N/A

**Justification:**  
It is important to hear from all user's requests and needs.

**Alternative(s):**

1. Recreation Board recommends Administration put Amanda Malone on the next available Council Meeting as a Delegation.
2. Recreation Board recommends Administration put Amanda Malone on the next available Council Meeting as a Delegation, with the Recreation Board support for Bylaw amendments to be made to allow future horseback riding on town land deemed suitable for all users.
3. Recreation Board requests more information.
4. Recreation Board accepts the information from the Delegation – Amanda Malone for information.

**Attachment(s):** Horses at Taber Trout Pond Presentation

Equine Insurance Policy

Equine Coaches Policy

Trail 77 Letter to the Recreation Board - Dec 1 2022

Traffic Control Bylaw No. 15-2019 - Section 17.9

Map - Agriplex to Trail Head



TOWN OF  
**TABER**

Town of Taber  
Office of the Chief Administrative Officer

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**APPROVALS:**

**Originated By:**  
Brian Martin

**Chief Administrative Officer (CAO) or Designate:** 

# Horses at Taber Trout Pond

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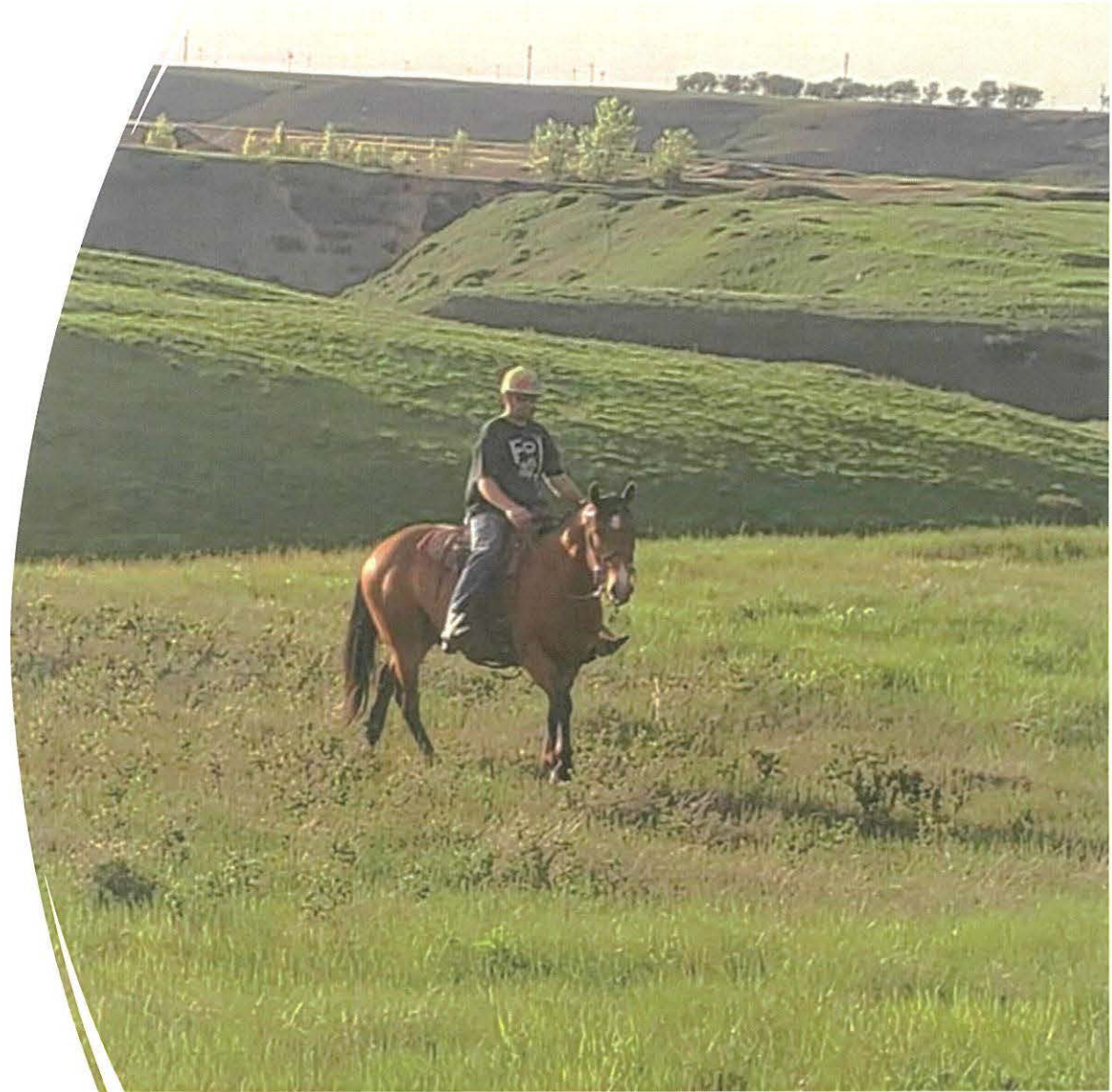




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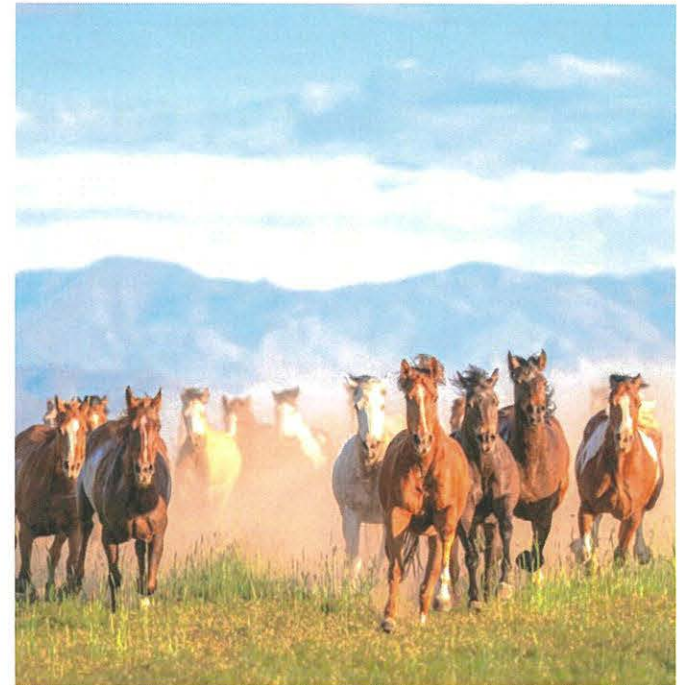
- Who are we?
- History of Horses at Trout Pond
- Understanding Horses
  - Horses are a prey animal.
  - Safety on the trail.
  - The scoop on road apples!
- Shared Trails in Alberta
- Sharing the Trails at Trout Pond
- Insurance coverage



# Who are we?

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- Taber Riding Group- Face book group that was created to share up coming ride information in the community. Here this group discuss everything from the next trail ride someone intends to embark on to training videos and other horse related information/ activates.
- Southern Alberta Trail Riders Association (SATRA) –*Southern Alberta Trail Riders Association* is a family oriented, nonprofit, registered society, dedicated to the enjoyment and preservation of trail riding and equine activities. SATRA hosted a charity ride for H.A.L.O in the Taber area for the past two years. [Southern Alberta Trail Riders Association | Enjoying the great outdoors on horse back. \(satra.ca\)](http://satra.ca)
- Alberta Equine Federation (AEF)- AEF is dedicated to the well-being of equines and works for the equestrian community in the province. [Home - Alberta Equestrian Federation](http://www.aef.ca)





# History of Horses at Taber Trout Pond

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Albertans treasure and celebrate their western heritage, so it comes as no surprise that equine related activities is one of the oldest forms of sport and recreation in Alberta. Trail riding being one has been shared by families for many years and will be for years to come.

During the time that the MD of Taber was responsible for the land in and around Trout Pond multiple groups shared the trails. Most of the Trails originated from wildlife, but were traveled by motor cross, hikers, ATV motorists , bikers and horses. During this time everyone shared the trails and did their best to respect other users. The rodeo grounds was located close by and attracted many horse trail users. In 2015 the area was used to stage 109 riders who raised over \$64 000 for The Children's Wish Foundation [Wish rides into success for Taber › The Taber Times](#) .SATRA too hosted occasional rides in the area.



# Understanding Horses

- 
- Horses are Prey animals
  - Safety on the trail
  - Scoop on poop



# Horses are a prey animal

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A few characteristics about being a prey animal are;

1. They smell like the food they eat which is hay and grass.
2. Their eyes are located on the sides of their head. This gives them good peripheral or lateral vision, which helps them see when a predator is trying to sneak up on them.
3. They have a high awareness and sense of everything going on around them. They are perceptive to people, changes, things and potential dangers.
4. They tend to be a flight animal. When a horse feels they are in danger their first instinct is to flee.

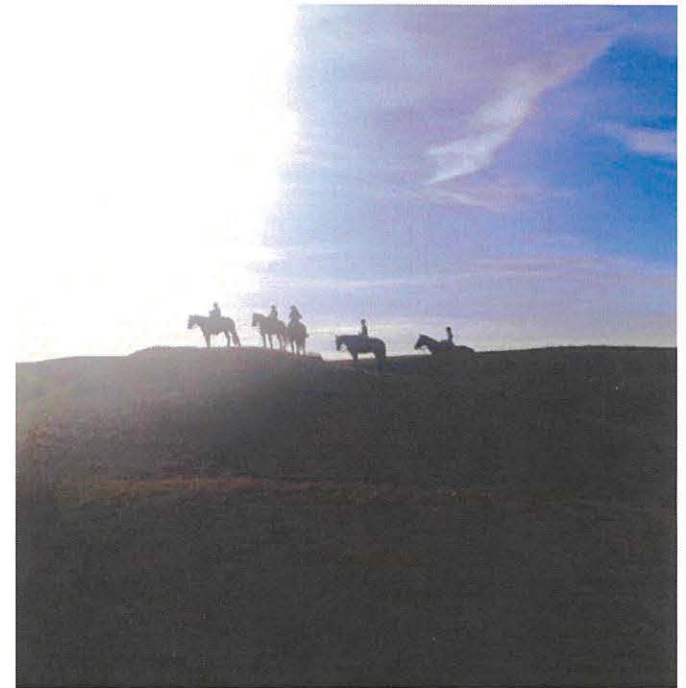




# Safety on the trail

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- As horses are a prey animal the likely hood of a horse injuring other trail users is slim.
- Horse owners/riders do not want to be put in danger either. Most riders are the day to day care givers for their horse and understand how there horse may react to certain situations. In most cases they can communicate to other trail users actions to keep everyone safe.
- Horses are sure footed and are unlikely to travel a trail that will put them in a compromising situation. This means two things, horses have the ability to travel up, down and along the coulees and mountains, throw mud marsh streams and rivers. Also that given the option a horse is unlikely to travel unstable footings.



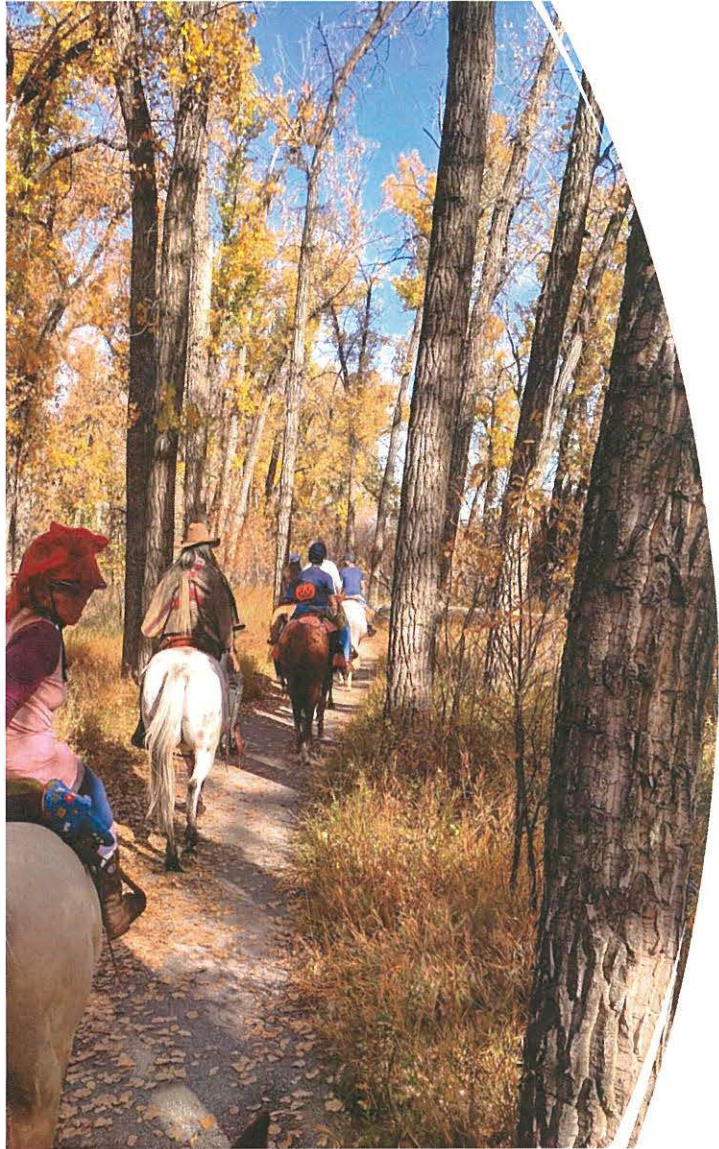
# The Scoop on Road Apples

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- Unlike cats, dogs, and other species waste horse poop does not carry viruses or pathogens that can create a risk to humans .
- Horse manure is comprised of mostly (70%-80%) liquid which absorbs quickly into the ground. The remaining is mostly grass and forage leavings , this breaks down within 6 days. While breaking down benefitting birds, game fowl and insects during decomposition.
- Horse manure is an excellent fertilizer and is often used to grow mushrooms
- For more fun facts on road apples - [The Scoop on Poop : ELCR](#)  
- [Trail Etiquette - What to Do with Horse Poo - American Trails](#)







# Share Trails in Alberta

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Sharing Trails with horses is not an uncommon thing here in Alberta. There are many shared trail systems, I have listed below a few in our area with links for your reference.

- Pavan Park (Lethbridge)-[Pavan Park | Alberta Canada \(travelalberta.com\)](https://www.travelalberta.com)
- Elkwater-[cypress-hills-summer-trail-brochure.indd \(albertaparks.ca\)](https://www.albertaparks.ca)
- Waterton- [Good park user - reference guide \(calgary.ca\)](https://www.calgary.ca)
- Banff -[Horseback riding - Banff National Park \(pc.gc.ca\)](https://www.pc.gc.ca)
- Calgary –[Good park user - reference guide \(calgary.ca\)](https://www.calgary.ca)

Calgary Parks and Pathways By-law [CPS2019-0222 Parks and Pathways Bylaw Review ATT 1.docx \(escribemeetings.com\)](https://www.escribemeetings.com)



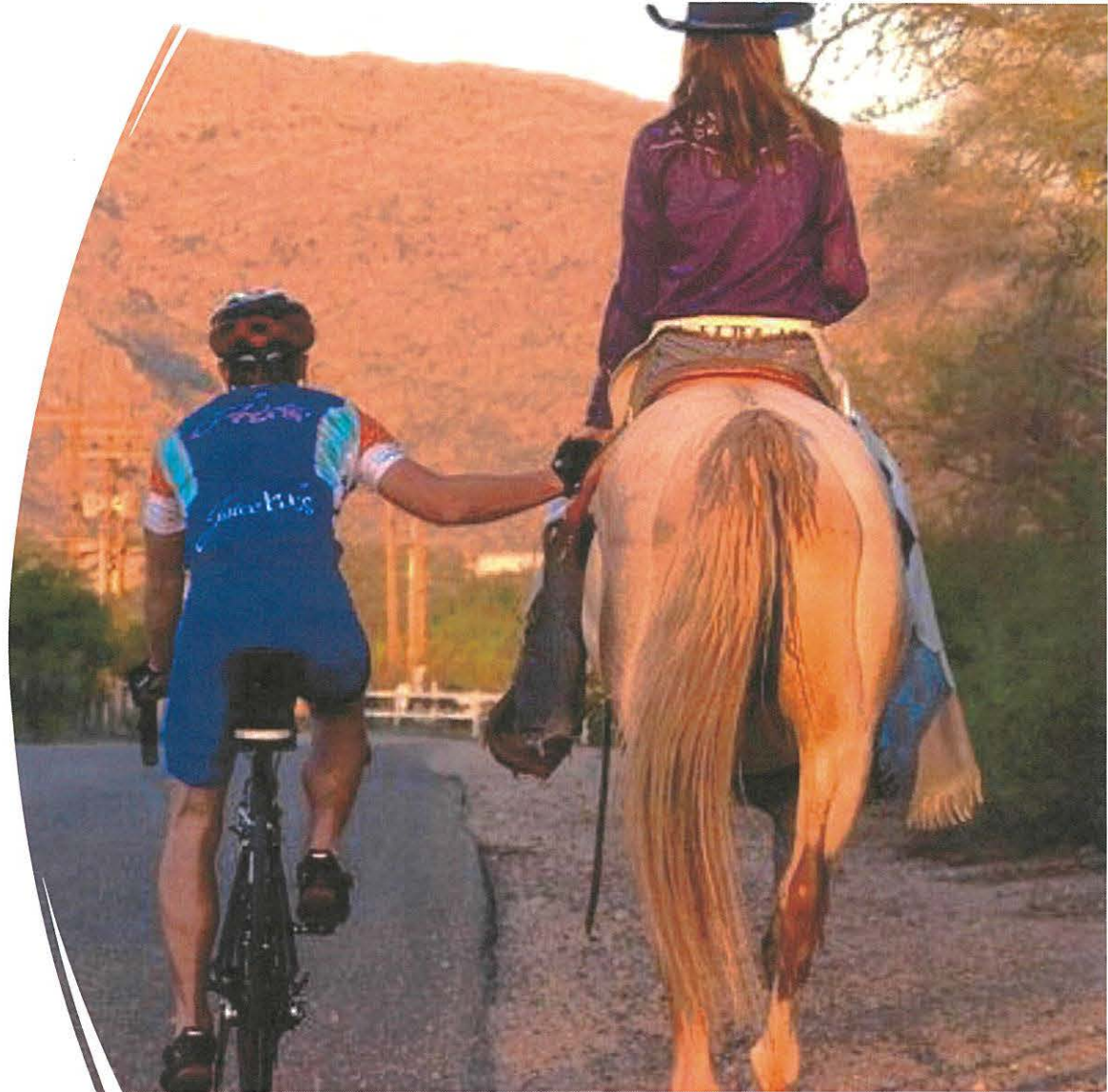
# Sharing the Trails at Trout Pond

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With amending Taber's By-Law to include equestrian riding at Trout Pond we are hoping to work with Town Council and other user groups to come up with;

- A posted Trail Etiquette for all users, and maps depicting permitted trail users.
- Work towards a staging area suitable for horse trailers.
- A plan to communicate up coming events at Trout Pond to make other users aware of possible high traffic (Oldman Mayhem, SATRA Events , and Charity Rides)

If the By-law is amended there is funding from equestrian groups that we can apply to in order to help fund for materials needed.



# Insurance and Liability

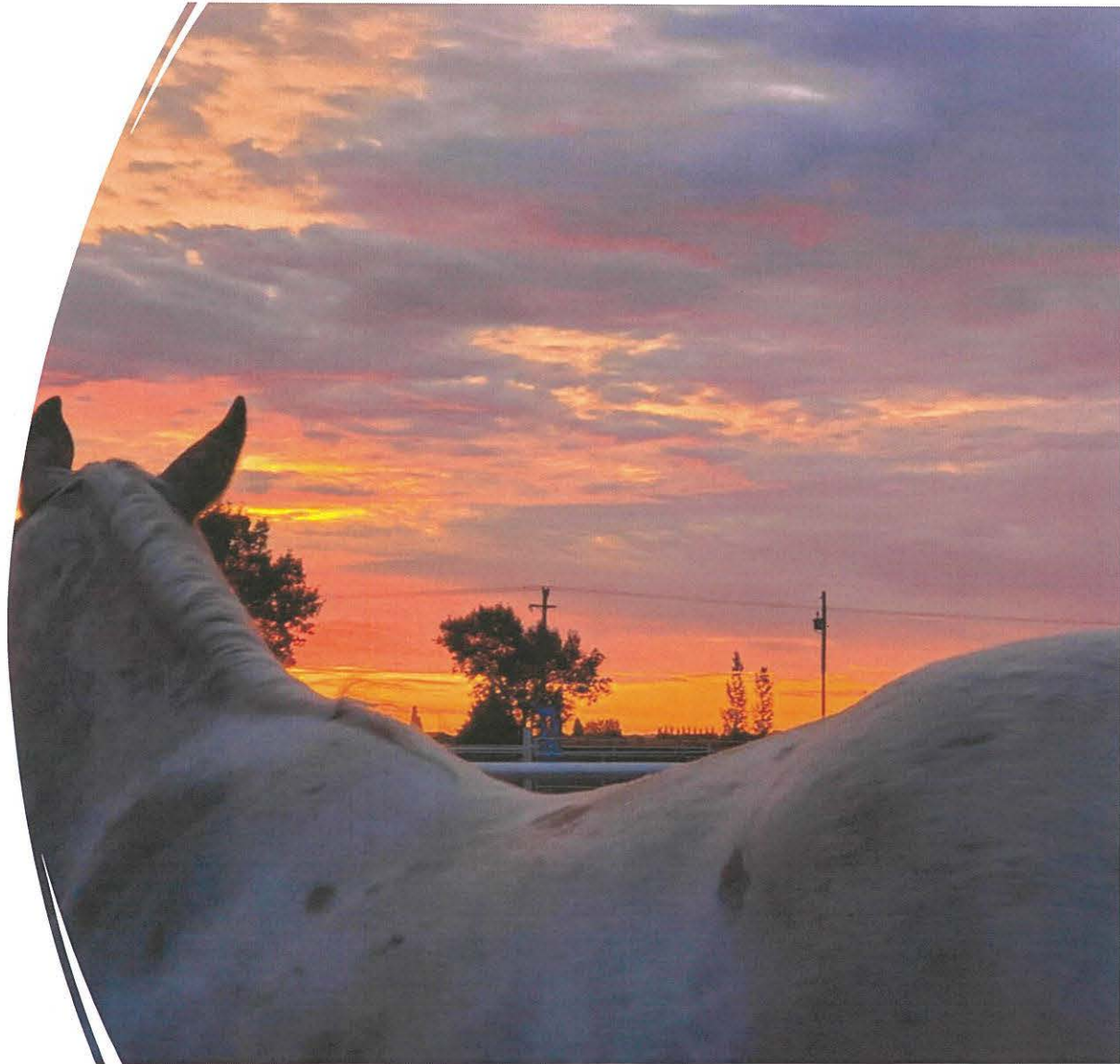
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## Insurance coverage through AEF

- Most equestrians are a member of AEF as it is a requirement to participate in most equestrian activities such as, rodeo events, barrel racing events, horse shows, clinics, schooling opportunities such as riding lessons, charity rides and most equestrian groups such as SATRA. [Provincial Equine Association Members](#) | [CapriCMW](#)

## Insurance coverage through SATRA

- On top of the insurance AEF covers for their members SATRA purchases additional insurance coverage for members and those involved in events.







**A FEW FACTS ABOUT THE AUTOMATIC INSURANCE  
COVERAGE INCLUDED WITH YOUR  
ALBERTA EQUESTRIAN FEDERATION**

IF YOU, THE MEMBER have paid your annual membership dues and are therefore in "good standing" with the ALBERTA EQUESTRIAN FEDERATION, YOU, THE MEMBER are provided with TWO important and separate insurance benefits AUTOMATICALLY:

**1. \$5,000.00 of excess PERSONAL LIABILITY insurance that WILL protect YOU, THE MEMBER if YOU, THE MEMBER are SUED by a third party because a horse that YOU, THE MEMBER own, lease or use causes PROPERTY DAMAGE OR BODILY INJURY TO A THIRD PARTY.**

A few examples of situations where YOU, THE MEMBER, HAVE COVERAGE:

Example 1. The horse kicks or bites someone causing **bodily injury**

Example 2. The horse kicks a car or escapes out to a neighbor's yard causing **property damage**

Example 3. "Someone else" is holding your horse and the horse causes property damage or bodily injury to a third party.

The policy is **IN FORCE: 24 hours a day, seven days a week, anywhere in the world**. So if you board your horse elsewhere, keep your horse at home or go for a ride down the road or on the trail – YOU, THE MEMBER are covered.

The policy will provide liability protection **regardless of the number of personal use horses you own or lease**. Some important information to consider:

- a) The insurance policy DOES contain an EXCLUSION if your horse is used for **COMMERCIAL** purposes. This means that if you receive compensation for the use of your horse - (e.g. "money" or "trade of value" for riding instruction, or returned board for the use of your horse by someone else in a lesson) **this policy will NOT respond. THIS IS A PERSONAL LIABILITY POLICY ONLY.**
- b) If you do allow others to **RIDE** your horse, then be sure that the person **RIDING** the horse is also a member of **ALBERTA EQUESTRIAN FEDERATION OR** is employed in whole or in part in the horse business (for example your certified coach, etc.). If the person **RIDING** your horse meets either of these criteria, then **YOU, THE MEMBER ARE COVERED.**
- c) The insurance policy DOES contain an **EXCLUSION** related to claims made between immediate family members. (e.g. - the parent/spouse of a member will not be covered by life insurance if their own child/spouse/parent/spouse dies)
- d) Part of the liability coverage provided through membership addresses the exposure that could arise **IF YOU, THE MEMBER transport (TRAILER) a horse that DOES NOT belong to you** (in a non-commercial situation). If that non-owned horse were injured as a result of your negligence and **IF** that other person decided to **sue** you for compensation for their loss, the policy will respond - up to a limit of \$10,000 for any one horse. **Please note** - this is **NOT** commercial horse transport insurance and is **NOT** the insurance for the horse being transported - this is liability insurance to protect you if you are sued by a third party when you are in the care, custody and control of a non-owned horse.

**2. \$30,000 (Principal Sum) Accidental Death or Dismemberment coverage if YOU, THE MEMBER suffer from a scheduled (listed) catastrophic and permanent injury (or death) related to an incident where horses are involved.** This coverage is in force 24 hours a day, seven days a week, and covers the member anywhere in the world.

Please note the following conditions and exclusions pertaining to the included **AD&D** coverage:

- i. Coverage is provided for Canadian residents only;
- ii. This is not a short term disability (STD) or long term disability (LTD) insurance policy nor does the policy provide compensation for lost wages;
- iii. The policy that is included with your membership does not provide any payment for fracture or dental injuries.
- iv. **THIS AUTOMATIC COVERAGE ONLY APPLIES TO MEMBERS UNDER THE AGE OF 90 YEARS.**

If you have any questions or require more comprehensive and individualized coverage, please contact CapriCMW Insurance directly and they will be pleased to assist you. Phone toll free - 1-800-670-1877



**CONFIRMATION OF INSURANCE  
FOR EQUINE ASSOCIATION MEMBERS**

<b>EQUINE ASSOCIATION:</b>	AEF-The Alberta Equestrian Federation	<b>MEMBERSHIP NO.:</b>	3025482
<b>MEMBERS NAME:</b>	Amanda Malone 5217 38th ave Taber, AB, T1G2B8		

Insurance coverage is in effect from 12:01 am **January 5, 2022** until 12:01 am **January 1, 2023** for the Named Insured as follows:

**COVERAGE PROVIDED ONLY FOR THOSE ITEMS MARKED WITH AN ☑**

- \$5,000.00 General Liability, extended to the PERSONAL ownership or PERSONAL use of a horse or arising out of your participation in most equine related activities subject to policy exclusions.  
Coverage is in excess of any other insurance you carry or is primary if you have no other insurance that could apply.  
\*\*If you are a member but your principal residence is outside Canada, then your coverage is restricted to equine activities that take place in Canada. Coverage for Canadian residents is world wide but lawsuits must be brought against you in Canada.  
**\*\*ALL LIABILITY CLAIMS FOR PROPERTY DAMAGE ARE SUBJECT TO A \$1,000.00 DEDUCTIBLE\*\***  
Certain Underwriters at Lloyd's, London England under Agreement#CP900/21 - UMR# B07508NAF#2002225 as evidenced by Master Policy No. CSF7-0012
- \$30,000 Accidental Death & Dismemberment arising from equine-related activities (under the age of 90). Excluding fracture and dental.  
Industrial Alliance Insurance and Financial Services Inc. as evidenced by Master Policy No. 100012075
- Transportation Insurance for Non-Owned horses:  
Maximum limit of liability for any one horse \$10,000.  
Maximum Liability any one loss involving more than one horse \$50,000.  
Certain Underwriters at Lloyd's, London England under Agreement#CP900/21 - UMR# B07508NAF#2002225 as evidenced by Master Policy No. CSF7-0012
- OPTIONAL: \$50,000 Enhanced Accidental Death & Dismemberment arising from equine related activities (under the age of 75) including fracture and dental.  
Industrial Alliance Insurance and Financial Services Inc. as evidenced by Master Policy No. 100012076
- OPTIONAL: Weekly Accident Indemnity, up to \$500.00 per week.  
Industrial Alliance Insurance and Financial Services Inc. as evidenced by Master Policy No. 100012085
- OPTIONAL: Tack Coverage, \$10,000 any one occurrence (\$10,000 any one membership per policy period)  
Certain Underwriters at Lloyd's, London England under #RFC/C36/22 and UMR #B07508NAF#002108 as evidenced by Master Policy No. CSP3-8463
- OPTIONAL: Members Named Perils \$12,000 any one horse (\$10,000 maximum for any one member per policy period)  
Northbridge General Insurance Corporation as evidenced by Master Policy No. EQU#-06444 / EQU#-10737
- OPTIONAL: Equine Emergency Life Saving Surgery, \$2,500  
Northbridge General Insurance Corporation as evidenced by Master Policy No. EQU#-06444 / EQU#-10737

The above is coverage summary only. Actual coverage is on the Underwriters standard terms for the class of cover. To obtain full policy details, please contact our office.

**IMMEDIATE NOTICE MUST BE GIVEN IF ANY CHANGES ARE REQUIRED. E.A.O.E THIS POLICY  
CONTAINS A CLAUSE(S) WHICH MAY LIMIT THE AMOUNT PAYABLE**

Authorized Representative

**IF YOU HAVE ANY QUESTIONS REGARDING YOUR POLICY PLEASE CONTACT:**

Western Provinces and Territories  
CapriCMW Insurance Services Ltd.

Ontario and Provinces Eastwards  
CapriCMW Insurance Services Ltd.







## CONFIRMATION OF INSURANCE FOR EQUINE ASSOCIATION MEMBERS

January 20, 2022

Amanda Malone  
5217 38th ave  
Taber, AB, T1G2B8

Dear Amanda:

Thank you for choosing the optional insurance products available to you, as a valued member of your Provincial Equine Association.

Please find attached your insurance documents summarizing the optional insurance products that you have chosen to purchase.

We are always available to assist you with any equine related coverage, as well as any other insurance needs that you may have. Please don't hesitate to contact us if you have any questions, or wish to discuss your coverage further.

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.

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

Sincerely,

Your Equine Service Team

### IF YOU HAVE ANY QUESTIONS REGARDING YOUR POLICY PLEASE CONTACT:

#### 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)



## CONFIRMATION OF INSURANCE FOR EQUINE ASSOCIATION MEMBERS

EQUINE ASSOCIATION: AEF-The Alberta Equestrian Federation

MEMBERSHIP NO.: 3025482

MEMBERS NAME: Amanda Malone  
5217 38th ave  
Taber, AB, T1G2B8

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**COVERAGE PROVIDED ONLY FOR THOSE ITEMS MARKED WITH AN**

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Coverage is in excess of any other insurance you carry or is primary if you have no other insurance that could apply.  
\*\*If you are a member but your principal residence is outside Canada, then your coverage is restricted to equine activities that take place in Canada. Coverage for Canadian residents is world wide but lawsuits must be brought against you in Canada.  
**\*\*ALL LIABILITY CLAIMS FOR PROPERTY DAMAGE ARE SUBJECT TO A \$1,000.00 DEDUCTIBLE\*\***  
Certain Underwriters at Lloyd's, London England under Agreement# CP900/21 – UMR# B0750RNAFB2002225 as evidenced by Master Policy No. CSP7-0012
- \$30,000 Accidental Death & Dismemberment arising from equine-related activities (under the age of 90). Excluding fracture and dental. Industrial Alliance Insurance and Financial Services Inc. as evidenced by Master Policy No. 100012075
- Transportation Insurance for Non-Owned horses:  
Maximum limit of liability for any one horse \$10,000.  
Maximum Liability any one loss involving more than one horse \$50,000.  
Certain Underwriters at Lloyd's, London England under Agreement# CP900/21 – UMR# B0750RNAFB2002225 as evidenced by Master Policy No. CSP7-0012
- OPTIONAL: \$50,000 Enhanced Accidental Death & Dismemberment arising from equine related activities (under the age of 75) including fracture and dental  
Industrial Alliance Insurance and Financial Services Inc. as evidenced by Master Policy No. 100012076
- OPTIONAL: Weekly Accident Indemnity, up to \$500.00 per week  
Industrial Alliance Insurance and Financial Services Inc. as evidenced by Master Policy No. 100012085
- OPTIONAL: Tack Coverage, \$10,000 any one occurrence (\$10,000 any one membership per policy period)  
Certain Underwriters at Lloyd's, London England under #RFC/C36/22 and UMR #B0750RNAFB2002108 as evidenced by Master Policy No. CSP3-8463
- OPTIONAL: Members Named Perils \$10,000 any one horse (\$10,000 maximum for any one member per policy period)  
Northbridge General Insurance Corporation as evidenced by Master Policy No. EQUI-06444 / EQUI-10737
- OPTIONAL: Equine Emergency Life Saving Surgery, \$2,500  
Northbridge General Insurance Corporation as evidenced by Master Policy No. EQUI-06444 / EQUI-10737

The above is a coverage summary only. Actual coverage is on the Underwriters standard terms for the class of cover. To obtain full policy details, please contact our office.

IMMEDIATE NOTICE MUST BE GIVEN IF ANY CHANGES ARE REQUIRED. E.&O.E THIS POLICY  
CONTAINS A CLAUSE(S) WHICH MAY LIMIT THE AMOUNT PAYABLE

Authorized Representative

### IF YOU HAVE ANY QUESTIONS REGARDING YOUR POLICY PLEASE CONTACT:

**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

## SUMMARY OF INSURANCE

(Owned Horses: Limited Named Perils for Members)



Program:	Members in Good Standing of Provincial Equine Associations
Insurer and Master Policy #:	Northbridge General Insurance Corporation evidenced by Master Policy #EQUI-06444 / EQUI-10737
Expiry Date:	12:01am 01-Jan-23
Emergency Life Saving Surgery Coverage:	<input checked="" type="checkbox"/> Excluded
Coverage and Insured Perils:	<p>Insures horses owned by the Named Insured for death or destruction caused by or made necessary by the following insured perils while the horse is in Canada or the Continental United States of America (excluding Alaska):</p> <ul style="list-style-type: none"><li>(a) Fire, lightning; explosion or smoke that results from any of these;</li><li>(b) Collision, derailment or overturning of a railroad vehicle in which the animal is being transported;</li><li>(c) Sinking, burning or collision on an inland waterway of a watercraft in which the animal is being transported;</li><li>(d) Collision or overturning of any automobile or attached trailer in which the animal is being transported, loading or unloading of a transporting conveyance, but excluding collision with a vehicle being operated by you or by your employees or agents;</li><li>(e) An accident to an aircraft in which the animal is being transported, but excluding the intentional destruction of an animal that becomes uncontrollable whilst on board an aircraft;</li><li>(f) Objects falling from aircraft;</li><li>(g) Windstorm or hail;</li><li>(h) Earthquake or flood;</li><li>(i) Accidental shooting, unless by you or your employee;</li><li>(j) Electrocutation by an artificially generated electrical current;</li><li>(k) An attack by a dog or wild animal</li><li>(l) Collapse of a building, or the collapse of a bridge or culvert while the horse is being transported thereon;</li><li>(m) Drowning;</li><li>(n) Destruction as ordered by public authority arising from a reportable disease under regulation issued by CFIA/Provincial authority; limited to two times the compensation paid by CFIA/Provincial authority and not to exceed the actual cash value of the horse at the date of death or the policy limit (whichever is the lesser).</li></ul>
Limit:	\$10,000 maximum any one horse; and \$10,000 maximum for any one registered member in the aggregate in any one policy period
Valuation:	Actual Cash Value
Property Excluded:	<p>This insurance does not insure:</p> <ul style="list-style-type: none"><li>(a) any horse from the time the ownership interest of the Insured is sold or relinquished, whether permanently or temporarily;</li><li>(b) any horse for which the Insured fails to<ul style="list-style-type: none"><li>(i) provide proper care and attention; or</li><li>(ii) immediately engage a licensed veterinarian to provide care if the animal becomes injured by an insured peril</li></ul></li><li>(c) any animal that was acquired, kept, stabled or transported illegally.</li></ul>
Perils Excluded:	<p>This insurance does not insure loss caused by:</p> <ul style="list-style-type: none"><li>(a) intentional slaughter, but this exclusion does not apply if<ul style="list-style-type: none"><li>(i) the Insurer has agreed in writing to the slaughter, or</li><li>(ii) a licensed veterinarian certifies that, as a result of an insured peril, the suffering of the animal is incurable or so excessive that destruction is imperative for humane reasons, or</li></ul></li><li>(b) any malicious, dishonest or criminal act on the part of the Insured, employees or agents of the Insured or any person to whom the horse may be entrusted (bailees for hire excepted);</li><li>(c) confiscation, seizure or destruction of any animal by order of any public authority;</li><li>(d) mysterious disappearance or escape.</li></ul>

The above is a summary of coverage only.

**SUBJECT TO THE POLICY TERMS, CONDITIONS AND EXCLUSIONS. E.&O.E.**





November 8, 2022

Amanda Malone  
5217  
Taber, AB, T1G 1B8

Re: **Policy #:** EQC-00089253-001  
**Policy Term:** February 18, 2022 to January 1, 2023

Dear Amanda Malone

We are pleased to enclose a Certificate of Insurance confirming that coverage is in effect for your various commercial equine activities which have been arranged on your behalf.

Your full payment for this insurance has been received, thank you.

**\*PLEASE NOTE THIS PROGRAM HAS CHANGED\***

Our Coach program meets or exceeds all Equestrian Canada coach status insurance requirements. If you have achieved Equine Canada License Status you are eligible for reduced rates, please see application for details. If a certificate of insurance is required for your coach status application, this will be included with your policy documents.

Please take a few moments to review the coverage that are provided (**indicated with an "X"**) and note those activities that are **NOT COVERED**. Your insurance policy has been issued based on your application. If there are any amendments required, please let us know immediately.

If you are not already aware, we have the option to extend your liability insurance to cover certain exposures such as boarding, for non-owned horses, officiating or facility rental to others for clinics, shows or rental to other coaches. If you wish to discuss these and/or other optional coverages in further details, please give our office a call.

As a committed professional, we know that you understand the significance of the industry you work in and your important role in it. Ensuring that your customers are members of their respective Provincial Equine Association should be an integral part of your risk management strategy. As a member in good standing, their membership will solidify their sense of inclusion in the greater horse community. Your advocacy as a supporter of the equine association will contribute to a longer term client – and that is good for your business.

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 Inc.

**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 COACHES

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

PURPOSE OF THIS DOCUMENT: New Business

NAMED INSURED: Amanda Malone

ADDRESS: 5217  
Taber, AB, T1G 1B8

PERIOD OF INSURANCE (12:01 A.M. STANDARD TIME at the "Address" of the Named Insured shown above):

EFFECTIVE DATE: February 18, 2022

EXPIRY DATE: January 1, 2023

### DESCRIPTION OF OPERATIONS:

1. Specific to the signed Equine Association Coach Application on file and is subject to the terms, conditions and exclusions of the Master Policy.

2. **Equine Coaching activities:  
INCLUDED**

- |                                                                                     |                                                  |                        |
|-------------------------------------------------------------------------------------|--------------------------------------------------|------------------------|
| a) Injury to Participants                                                           | b) Use of School Horses                          | c) Clinics             |
| d) Training of Horses                                                               | e) Incidental Transportation of Non-Owned Horses | f) Breeding Operations |
| g) Kiosk/Booth at a trade shows to promote your coaching activities                 |                                                  |                        |
| h) Schooling shows where participation is restricted to the insured's students only |                                                  |                        |

### Section 1 – COMMERCIAL GENERAL LIABILITY

MASTER POLICY NUMBER: CSP7-0012

### OPTIONAL COVERAGE (*COVERAGE PROVIDED ONLY FOR THOSE ITEMS MARKED WITH AN (X)*):

- (N/A) Liability is extended to the ownership, renting or leasing of land and buildings for the following activities:
- (N/A) Boarding non-owned horses.
  - (N/A) Overnight Camps.
- (N/A) Liability is extended to the rental of owned or leased premises to third parties for equine use only – specifically for shows, clinics, or other coach use only. All other equine use of the property is excluded.
- (N/A) Liability is extended to cover Judging or Officiating at Shows or Competitions.
- (N/A) Liability is extended to cover Equine First Aid Teaching.
- (N/A) Liability is extended to cover the organization of Shows and/or Competitions that include participants who are **NOT** my students.
- (N/A) Liability is extended to cover up to a maximum of 2 Coaching employees. This only applies if you are other than a sole proprietor.

### ***RESTRICTIONS AND LIMITATIONS***

- 1) Coverage is void if the Named Insured is not a current member 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 year round 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", or any "Horse Pulling".
- 6) The coverage excludes all instruction by other than a Coach who is at least 19 years of age and has a minimum of 5 years riding experience or are current with certification by an Equine Association. Insurance is extended to cover assistant instructors provided they are 16 years of age or older with a minimum of 3 years riding experience and are operating under the direction of a Coach who meets the above qualifications.
- 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 Coaches, the use of an equine for instruction of students, boarding, equine shows or competitions shall not be deemed to be commercial use. The use of an equine for training, other than training for pari-mutuel racing, shall not be deemed commercial use.



**CERTIFICATE OF INSURANCE**  
**For Equine Association COACHES**  
 (Page 2)

**Section 1 – COMMERCIAL GENERAL LIABILITY (continued)**

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		
➤ Each Person	\$5,000	\$1,000
➤ 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
Individual Professional Services E&O Liability	\$100,000	NIL
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	
<p><b>The following are AUTOMATICALLY included as Additional Insureds:</b></p> <ol style="list-style-type: none"> <li>1) Owners of private or public land, but only with respect to losses arising out of the activities of the Named Insured, and;</li> <li>2) Volunteers and employees of the Named Insured,</li> <li>3) Instructors at clinics or seminars that are hosted by the Named Insured,</li> <li>4) Owners of school horses used by the Named Insured</li> </ol> <p><b>If the optional coverage for Shows and/or Competitions is selected, the following are also included as Additional Insureds but solely in respect of Shows and/or Competitions:</b></p> <ol style="list-style-type: none"> <li>1) Equestrian Canada Équestre with respect to the operations of competitions that have received permit or sanction from an Equine Association insured by this policy.</li> <li>2) Any person acting in an official capacity at a competition hosted by the Named Insured, such as but not limited to, officials, judges, stewards or course designers, but only with respect to losses arising out of their official duties that are part of the activities involved with or necessary to the competition.</li> </ol>		





**CERTIFICATE OF INSURANCE  
For Equine Association COACHES**

(Page 3)

**Section 2 – PROPERTY COVERAGE**

<b>MASTER POLICY NUMBER:</b> CSP3-8463		
<b>COVERAGES</b>	<b>LIMIT OF LIABILITY</b>	<b>DEDUCTIBLE</b>
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>	\$10,000 \$2,500 \$2,500 \$2,500 \$2,500	\$500 \$500 \$500 \$500 \$500
Loss Payable to: Insured		

OPTIONAL COVERAGE	PREMIUM	DEDUCTIBLE
OPTIONAL COVERAGE ( <i>COVERAGE PROVIDED ONLY FOR THOSE ITEMS MARKED WITH AN (X):</i> )		
(X) Tack: \$10,000 base limit, Replacement Cost	\$65.00	\$500
(N/A) Tack limit increased		

<b>SECTION 1 &amp; SECTION 2 TOTAL PREMIUM:</b>	\$1,075.00
<b>Minimum &amp; Retained Premium:</b>	\$360.00 or 50% whichever is greater

<b>SECTION 1 INSURER:</b>	Effected with Lloyd’s Underwriters, under Agreement #CP900/21 and UMR #B0750RNAFB2102225
<b>SECTION 2 INSURER:</b>	Effected with Lloyd’s Underwriters, under Agreement #RFC/C36/22 and UMR #B0750RNAFB2202108

**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.

<p><b>IMMEDIATE NOTICE MUST BE GIVEN IF ANY CHANGES ARE REQUIRED. SUBJECT TO THE POLICY TERMS, CONDITIONS AND EXCLUSIONS. E.&amp;O.E</b></p>	 <b>Authorized Representative</b>
--------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------



**Equestrian Canada Equestre (EC) Registered / Licensed Coach  
CERTIFICATE OF INSURANCE**

**NAMED INSURED COACH:** Amanda Malone

**ADDRESS OF INSURED COACH:** 5217 Taber AB P/C T1G 1B8

**INSURANCE COMPANY:** Certain Underwriters at Lloyd's, London, England

**POLICY NUMBER:** EQC-00089253-001

**EFFECTIVE FROM** February 18, 2022 **TO** January 1, 2023

**GENERAL LIABILITY**

Limit of Liability per Occurrence: \$5,000,000 (Minimum of \$2,000,000)

Is there a General Aggregate:  No  Yes If 'yes', please advise the limit: \$\_\_\_\_\_

Policy includes all of the following extensions:

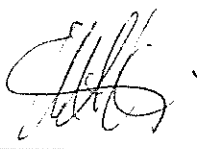
- ( X ) Broad Form Property Damage
- ( X ) Bodily Injury - including injury to Participants
- ( X ) Cross Liability
- ( X ) Non-owned Automobile
- ( X ) Tenants Legal Liability \$1,000,000 (Minimum Limit \$500,000)
- ( X ) Professional Liability \$100,000 (Minimum Limit \$100,000)
- ( X ) Additional Insureds with respect to Liability arising out of the operations of the Named Insured as follows:

EQUESTRIAN CANADA ÉQUESTRE ("EC") and the home Provincial/Territorial equine association (P/TSO) named here: AEF - The Alberta Equestrian Federation (where the Named Insured is a member in good standing)

- ( X ) Waiver of subrogation in favor of EQUESTRIAN CANADA ÉQUESTRE (EC) " and the home Provincial/Territorial equine association (P/TSO) named here: AEF - The Alberta Equestrian Federation

THIS IS TO CERTIFY THAT THE POLICY (INCLUDING ENDORSEMENTS) OF INSURANCE, AS DESCRIBED ABOVE, HAS BEEN ISSUED BY THE INSURER AND/OR UNDERSIGNED TO THE NAMED INSURED ABOVE AND IS IN FULL FORCE AT THIS TIME. IF CANCELLED OR CHANGED IN ANY MANNER FOR ANY REASON DURING THE PERIOD OF COVERAGE AS STATED HEREIN SO AS TO AFFECT THIS CERTIFICATE, FIFTEEN (15) DAYS PRIOR WRITTEN NOTICE WILL BE GIVEN BY THIS INSURANCE COMPANY TO EQUESTRIAN CANADA ÉQUESTRE, 11 HINES ROAD, SUITE 201, OTTAWA, ON CANADA K2K 2X1.

DATED THIS February DAY OF 18, 2022

BY:   
(Signature of Authorized Broker or Insurance company representative)

**NAME OF BROKERAGE:** CapriCMW Insurance Services Ltd.  
**ADDRESS:** Suite 100 – 1500 Hardy Street, Kelowna, BC V1Y 8H2  
**EMAIL/ PHONE:** agri@capricmw.ca

# 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 "EquineActivities".
- \_\_\_\_\_ 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)



# 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)

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**DESCRIPTION OF INCIDENT**  
 (by you or independent witness)

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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 Association Coaches Premium Invoice

**NAMED INSURED:** Amanda Malone  
**ADDRESS:** 5217  
Taber, AB, T1G 1B8

Coverage	Limit	Premium
Base Premium	Applicable	\$360.00
Owned Property (other than buildings)	\$10,000	Included
Tenant Legal Liability	\$1,000,000	Included
Coach/Trainer World Wide Liability including Injury to Participants	\$5,000,000	Included
Professional Liability (Claims Made) Per Claim Annual Aggregate	\$100,000 \$100,000	Included
Crime Coverage Employee Dishonesty	\$10,000	Included
NCCP Discount	Not Applicable	
Current & Certified by a Coaching Federation	Not Applicable	
Current Licensed by EC (NCCP)/PTS	Applicable	
Current First Aid	Applicable	
Boarding of Non-Owned Horses	Not Applicable	
Non Owned Horses in your Custody Per Horse Maximum Per Incident/Annual Aggregate	\$50,000 \$250,000	Included
Officiating	Not Applicable	
Equine First Aid Instruction	Not Applicable	
Rental of Property for Equine Activities	Not Applicable	
Organization of Shows/Competitions	Not Applicable	
Overnight Camps	Not Applicable	
Sole Proprietor	Not Applicable	Not Applicable
Tack Coverage	\$10,000	\$65.00
Premium Minimum & Retained Premium (if policy is cancelled)		<b>\$1,075.00</b> \$360.00 or 50% whichever is greater
PST		\$0.00
<b>Total Amount Due</b>		<b>\$1,075.00</b>

PAID

DATE PAID November 8, 2022



## Equine Association COACHES APPLICATION

**APPLYING FOR:**

**NAMED INSURED:** Amanda Malone | **DATE OF BIRTH:** October 23, 1985  
**ADDRESS:** 5217 | **OPERATING AS:** Sole Proprietor  
 Taber, AB, T1G 1B8

**TEL:** (403) 594-4606 | **ALTERNATE TEL:**

**EMAIL:** peanut746@gmail.com | **WEBSITE:**

**PREVIOUS INSURANCE:** No | **PTSO STUDENT MEMBERS:** No | **WAIVER USE:** Yes

**PROVINCIAL ASSOCIATION:** AEF - The Alberta Equestrian Federation | **MEMBERSHIP NUMBER:** 3025482

**CERTIFIED BY COACHING FEDERATION:** No | **YEARS OF RIDING EXPERIENCE:** 18 | **FIRST AID/CPR:** Yes

**EQUESTRIAN CANADA LICENSED:** No

**DISCIPLINES COACH/INSTRUCT:** Western horsemanship

**DO YOU PROVIDE OR COACH ANY OF THE FOLLOWING SERVICES OR ACTIVITIES: EQUINE ASSISTED LEARNING, PUBLIC TRAIL RIDES, PONY RIDES, WAGON RIDES, GOAT TYING, PARI-MUTUEL RACING:** No | **COACHING/TRAINING/INSTRUCTING ANNUAL REVENUE:** \$2,500

**TRANSPORT NON-OWNED HORSES:** No | **TRAIN NON-OWNED HORSES:** No | **BOARD NON-OWNED HORSES:** No

**LEASE HORSES TO OTHERS:** Yes | **LEASING HORSES ANNUAL REVENUE:** \$500

**OFFICIATE:** No | **FIRST AID INSTRUCTION:** No

**RENT PROPERTY TO THIRD PARTIES:** No | **ORGANIZE SHOWS/COMPETITIONS:** No

**OVERNIGHT CAMPS:** No

**OTHER EQUINE ACTIVITIES:** No

**ACTIVITIES IN THE USA:** No

**CLAIMS IN THE PAST 5 YEARS:** No

**OPTIONAL TACK COVERAGE:** Yes | **INCREASE TACK LIMIT ABOVE \$10,000:** 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:** February 13, 2022

**ELECTRONIC ACKNOWLEDGMENT RECORDED**

Signature of Applicant

**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



Letter to Town of Taber Recreation Board Dec 1, 2022.

Good afternoon, members of Town of Taber Recreation Board

Thank you for taking time to read over our letter. The Trail 77 group has had another great season. Trail building and maintenance numbers were strong again, logging in just under 600 volunteer hours. This in turn means we have built approximately 2km of new trail and maintained 30km of awesome singletrack right in our backyard. The membership has been strong as we have around 180 paid members and approximately 700 people following on social media. The trail usage has skyrocketed over the last couple years. We are seeing all demographics out running, hiking, & biking. It has been great to see!

A few weeks ago, we were contacted by members of SATRA (Southern Alberta Trail Riders Association) regarding the shared use of the trails. The Trail 77 board met last week to discuss the email they sent us regarding the shared use agreement from a few years ago. We had a good discussion on the topic. At this time, we are withdrawing our support for the joint proposal that we submitted in 2020.

We want to start off by saying that we are in no way trying to make this a Trail 77 against SATRA topic. We are looking at this from the standpoint of protecting the work and investments we have made as well as ensuring the safety of our users from the vantage point of having a safe, maintained, and properly built trail network.

Some points to justify our position are the following:

- 1) Since the time of our last meetings in 2020 we have put close to 2000 hours of volunteer & equipment work on building trails, maintaining trails, building features, etc. These trails have been built to the IMBA (International Mountain Bicycling Association) standards for foot and bike traffic. We know that these trails will not be able to sustain the weight and traffic from the horse riders. The integrity of these trails can't be kept to a safe standard.
- 2) Trail usage has gone up significantly from all the user groups. Hikers, bikers, walkers, and runners from all age groups are using the trails. We also see a lot more kids out there enjoying the network. With increased trail usage we worry about any encounters our users will have with the horse riders.

We are seeing a lot more people out walking their dogs (on-leash) and feel that this also may be a concern for the safety of both the horse rider and walker if they are in an area that doesn't have enough room for the respective groups to get out of the way safely.

- 3) In the past year we have seen multiple instances where horse riders were out on the trails we have made. This includes members of the horse groups delegation. They were seen on trails that were built for foot or bike traffic. For the past few years Trail 77 has been focussed on creating high quality trails in our network by meeting International Mountain Bicycling Association (IMBA) standards, hiring established Trail building companies to consult, and visiting trail networks from Alberta and other provinces. These new trails are not designed to withstand the weight of a horse and rider. The main question we asked ourselves was if the horse group can't

follow the rules now, how are we to expect them to follow the rules that are in the agreement? We as Trail 77 have always said we would go out and maintain, fix, or build the trails if needed to ensure the user is safe and having a great experience on our trail network. We struggle to believe that SATRA would do the same if there was damage done by the horses.

- 4) Safety for the users is a big concern. We have seen horse riders on trails that are not sustainable to handle the weight. We have users that use the trails daily. If the trail becomes compromised/damaged by horses, we risk our users being hurt as they are used to these trails being in a certain state. There are also multiple trails where exposure to the side of the coulee is something to deal with. If horse riders ride on trails that they are not allowed to be on, and they meet runners or bikers on the trails, this could be a potentially dangerous situation for both horse, rider, runner, and biker. The horse riders also left manure in multiple spots directly on the trail. We do understand that this is biodegradable but leaving it there when they are already breaking the town of Taber bylaw doesn't help the cause of allowing them there.
- 5) In the southern Alberta area, there are several dedicated foot and bike traffic trail networks. The City of Medicine Hat, Town of Redcliff, Town of Elkwater, Town of Blairmore are all examples of networks that do not allow horse riders on there trail networks. Each of these respected cities/towns have input their own funds or garnered funds from grants to build and maintain them. Allowing horses to use the same trails and damage what they have paid for doesn't make economic sense. Trail 77 believes we have added a boost to the economics of the town. We host multiple events (Taber Tuff, Taber Duathlon (Tuff Oldman), Oldman Mayhem, Gnarley Niblets, Tuesday & Thursday group rides, Saturday group runs, Twilight Tuff run, Wednesday Hillz run) throughout the season that promote community members and visitors to come visit our town and trail network. Both the Oldman Mayhem and the Taber Tuff registrants were over 70% visitors from outside communities. Users visiting spend money on accommodation, gas, food, etc. Local business reap the rewards of this. We want to build on this making Taber a place to come visit for bike rides, runs, or hikes. With a Trail network that maintains IMBA standards we feel that we can provide an experience for users that is safe and enjoyable.

Trail 77 is also in the process of building a skills park and pump track in the spring of 2023. The park is budgeted to be in the \$300,000 range that has been raised by the residents and commercial companies in Taber. This is also another avenue of getting people into Taber. With this added to the network we expect to see more beginners out on our trail network enjoying what the town of Taber has to offer in there singletrack network.

I hope this helps your group understand our position right now. We do understand that the land we are using is the property of the Town of Taber and MD of Taber. The trails we build and maintain have all been approved by the town and MD. We, the Trail 77 board representing our membership of almost 200 people (which is a small percentage of our users), take great pride in what we have created for the community and its visitors. We want to protect the investment that we have made.

We have an amazing volunteer base that is hugely dedicated to making our trail network something special in southern Alberta. We also know that volunteers are a precious commodity to have in your

back pocket. We feel if the horse groups damage trails that its going to be put back on our group to fix them. Getting volunteers to stay excited about something like this doesn't give us much faith that things will be fixed in proper manner or timeline. This goes right back to our safety concern.

A couple questions for council to think about

- 1) If trails are damaged by horses, will the council approve funds to hire out the building and fixing of singletrack trails?
- 2) Who is going to police the users? We have seen horse riders out in the network multiple times this past summer on old and newly built trails. How do we protect what Trail 77 has put into the network?
- 3) Is Town council willing to risk the positive momentum that Trail 77 has going with its hundreds of users and volunteers for a few horse riders? Are you willing to have them damage the trails and the relationships we have with the users and the town?
- 4) Can the Town of Taber find another location for the horse riders to use? Trail 77 is willing to work with the Town of Taber, MD of Taber and the members of SATRA to find viable areas that would work for them to use.
- 5) Seeing that SATRA is not a Taber based group, how are we/town able to keep them accountable to the best interests of the trail network?
- 6) In the past SATRA has also said they would not insure the day-to-day operations of the club, they would only insure their one group ride. We encourage the Town of Taber and Md of Taber to investigate the insurance aspect involved. Trail 77 continues to secure insurance coverage for group rides, any group activity, construction and maintenance of trails and all events including Oldman Mayhem, Taber Duathlon, Taber Tuff and Gnarly Niblets. Trail 77 has gone above and beyond with their planning (5yr plan, masterplan, skills park, not-for-profit, insurance, signage). How can town council keep them up to the same standards, so we maintain a network and working relationship with all users?

Trail 77 would like to express sincere thanks again for your working with us. We understand that issues like this do arise, and we hope with good discussion we can come to resolutions that will work to progress the trail network forward. We care about the trail network and are proud that we are part of this Town. We are also very thankful for all the support and the positive relationship we have with the Town of Taber.

The Trail 77 executive is always willing to sit down and discuss this issue.

Thanks  
Steve Van Geest  
Trail 77 President

## Additional info

*A blurb from IMBA's Trail Solutions book* **Wilson and Seney: Hooves and feet erode more than wheels**

In 1994, John Wilson and Joseph Seney of Montana State University published "Erosional Impacts of Hikers, Horses, Motorcycles and Off-Road Bicycles on Mountain Trails in Montana." (12) The study tracked 100 passages by each of the four groups over control plots on two trails in national forests. For some of the passages, the researchers pre-wetted the trail with a fixed quantity of water using a rainfall simulator. The researchers measured sediment runoff, which correlates with erosion.

Wilson and Seney found no statistically significant difference between measured bicycling and hiking effects. They did find that horses caused the most erosion of the trails, and that motorcycles traveling up wetted trails caused significant impact. They also concluded, "Horses and hikers (hooves and feet) make more sediment available than wheels (motorcycles and off-road bicycles) on prewetted trails and that horses make more sediment available on dry plots as well." (p.74) Wilson and Seney suggested that precipitation will cause erosion even without human travel and this factor may significantly outweigh the effects of travel. Trail design, construction, and maintenance may be much more important factors in controlling erosion.

TOWN OF TABER  
TRAFFIC CONTROL BYLAW NO. 22-2021

- 17.4.3 stay at a reasonable distance from other persons using the sidewalk, and
- 17.4.4 give an audible signal before overtaking a pedestrian, which signal will be produced a reasonable time prior to overtaking, by voice, bell or other warning device, which is audible to the pedestrian.
- 17.4.5 Shall yield to motor vehicles on a highway.
- 17.5 No person shall skateboard, scooter, hover board, roller skate or rollerblade upon a sidewalk or trail way at any rate of speed that is unreasonable having regard to the nature, condition, and use of the sidewalk or trail way and the amount and kind of pedestrian traffic that is or might reasonably be expected to be on the sidewalk or trail way.
- 17.6 No rally or race involving skateboards, scooters, hover boards, roller skates or rollerblades or another person shall be held upon any sidewalk or trail way, unless authorized to do so by the CAO.
- 17.7 No person skateboarding, scooting, hover boarding, roller skating or rollerblading shall cross any highway at any point other than at a crosswalk or an intersection. The driver of a vehicle is not relieved from exercising due care.
- 17.8 Skateboarders, scooters, hover boarders, roller skaters and rollerbladers use sidewalks or trail ways at their own risk and the Town does not warrant any sidewalk or trail way as being suitable for skateboards, roller skates or rollerblades.
- 17.9 No person shall ride, drive, walk, any horse or any other animal, with the exception of small pets on a leash, in or on any sidewalk, trail way boulevard, park, highway or any other public place within the Town of Taber with the exception of;
  - 17.9.1 Horses shall be permitted to be ridden from 64<sup>th</sup> Avenue north within the Town limits, the purpose of which is to access open lands excluding; the cemetery, public parks, paved roads and pathways, riding on private property is only permitted with prior owner approval
  - 17.9.2 This provision shall not apply to Rodeos, or parades within the Town or other activities approved in writing by the CAO and during such activities, that the driver or any other person in charge of any horse-drawn vehicle on a highway shall remain upon such vehicle while in motion, or shall walk beside the horse drawing such vehicle.

**18.0 TAXICABS**

- 18.1 The CAO is hereby authorized and empowered to designate and properly mark by signs certain stalls or parking spaces to be known as "Taxicab Stands", for the exclusive use of vehicles for hire.



