

RELEASE and WAIVER OF LIABILITY

Please read, print and sign this document, ready to bring with you to your first appointment.

Horse Wisdom

Equine Assisted Learning

#Feel The Connection

The following pages affect your legal rights and obligations. Please read carefully and only sign if you fully understand the contents.

For participants under 18 years of age, these documents must be completed by a parent or legal guardian.

It is important to recognise and accept that being around and near horses is a dangerous activity and that horses can act in sudden and unpredictable ways.

If you do not accept these conditions you, or your dependant, will not be able to participate in *Horse Wisdom Equine Assisted Learning* sessions.

Risk Warning

I am aware that by my participation in any activities¹ provided by *Horse Wisdom Equine Assisted Learning*, certain risks or dangers may occur which could include:

- Physical, bodily or psychological injury or death;
- Physical exertion to which I am not accustomed;
- Failure of equipment or use of inadequate equipment;
- There may be no or inadequate facilities for treatment or transport to treatment if I am injured;
- The conditions in which the activities are conducted may vary without warning;
- I may cause injury to other persons and/or other persons may cause injury to me; and/or
- I may be injured or die due to the negligence, breach of contract or breach of statutory duty or guarantee of the provider.

I acknowledge that the activities are being undertaken for the purposes of recreation, enjoyment or leisure, and involve a significant degree of risk of physical harm.

I acknowledge that sessions may be undertaken with one or more other persons as part of a group and that *Horse Wisdom Equine Assisted Learning* is not liable for the actions of other participants in the group activity.

By signing below, I acknowledge, agree and understand that the risks associated with *Horse Wisdom Equine Assisted Learning* sessions and/or recreational services have been explained to me. I undertake any such risk voluntarily and at my own risk.

I acknowledge that the risk warning above constitutes a "risk warning" in accordance with *the Civil Liability Act 2002* (NSW).

Participant's Warranties

I agree to abide by any and all of the rules set by *Horse Wisdom Equine Assisted Learning*, and any direction or instruction given to me by the Facilitator during the course of the sessions.

- I agree to use and/or wear any equipment given to me by *Horse Wisdom Equine Assisted Learning*.
- I understand that I, and my dependant, must wear appropriate footwear at all times when in the presence of horses - before, during and after, the *Horse Wisdom Equine Assisted Learning* session

I, and my dependant, agree to behave in a responsible and safe manner at all times and will follow all instructions from persons in charge. We may be asked to leave for any misconduct or for refusal to follow directions, resulting in loss of paid fees.

I declare that I am medically and physically fit and able to participate in the sessions. I acknowledge that I must, and agree that I will, disclose any pre-existing medical or other condition, injury or concern that may affect the risk that either I or any other person will suffer injury, loss or damage during the course of the activities and notify the Facilitator of any injuries, illness or concerns that may arise during the session. I will not engage in any reckless, negligent or foolish behaviour or any other behaviour that is likely to cause injury to me, any other participant or person.

I agree that if I suffer any injury or illness, *Horse Wisdom Equine Assisted Learning* may provide evacuation, first aid and/or medical treatment at my expense and that my acceptance of these terms and conditions constitutes my consent to such evacuation, first aid and/or medical treatment.

- I will immediately report any injury to myself, my dependant, or the horse provided, to the person in charge of the Session.

I declare that I have not consumed any alcohol or mind altering substance, or medication that may impact my judgement or physical capacity, before or at the time of engaging in the session.

- I, and my dependant, agree not to drink alcohol or be under the influence of any drug that may impair judgement or ability before or during the *Horse Wisdom Equine Assisted Learning* session.

Exclusion of Liability

I agree to and unconditionally release, waive, discharge and forever hold harmless, *Horse Wisdom Equine Assisted Learning* or any of its employees, agents, directors or officers, from any claims as a result of any personal injury sustained, whether caused by the Provider's negligent act or wilful act or omission, breach of contract, breach of statutory duty, error, or otherwise in connection with or arising out of the Activities.

I agree that *Horse Wisdom Equine Assisted Learning* will not be liable for any claims for personal injury that may be brought against it as a result of or in connection with any act, omission, default, failure or error on the part of *Horse Wisdom Equine Assisted Learning* or the Facilitator, and agree to indemnify and keep indemnified *Horse Wisdom Equine Assisted Learning* in respect of any such claims.

Waiver

It is possible for a supplier of recreational services to ask you to agree that the statutory guarantees under the *Australian Consumer Law* (which is schedule 2 to the *Competition and Consumer Act 2010* (Cth)) do not apply to you. If you sign this form, you will be agreeing that your rights (or the rights of a person for whom or on whose behalf you are acquiring the services) to sue the Provider in relation to the Provider's services or the activities that you undertake because the services or activities provided were not in accordance with the guarantees are excluded, restricted or modified as set out below.

By signing this form, you agree that the liability of *Horse Wisdom Equine Assisted Learning* in relation to the activities (as defined by the *Competition and Consumer Act 2010* (Cth), the *Consumer Affairs and Fair Trading Act* (NT) and the *Australian Consumer Law*) and recreational activities (as defined by the *Civil Liability Act 2002* (NSW) and the *Civil Liability Act 2002* (WA)) for any:

- (a) Deaths;
- (b) Physical or mental injuries (including the aggravation, acceleration or recurrence of such an injury);
- (c) The contraction, aggravation or acceleration of a disease;
- (d) The coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual:
 - That is or may be harmful or disadvantageous to you or the community; or
 - That may result in harm or disadvantage to you or community;

That may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) resulting from the supply of the recreational services or recreational activities is excluded.

You acknowledge and agree that the above provision operates to exclude the liability of *Horse Wisdom Equine Assisted Learning* as a result of a breach of an express or implied warranty that the recreational services will be rendered with reasonable care and skill in accordance with section 5J of the *Civil Liability Act 2002* (WA) and section 5N of the *Civil Liability Act 2002* (NSW).

Declaration and Signature

I have read carefully and understand this risk warning and waiver of liability and sign it freely and voluntarily without inducement of any kind.

Signature of Horse Wisdom Equine Assisted Learning Participant and/or Guardian:

..... Date:

Address of Participant:

..... State: Postcode:

Medical Treatment

In the event of a serious injury and/or accident, I agree for an ambulance to be called and the medical instructions of the ambulance service to be followed. I understand that I am entirely responsible for all of my own medical and ambulance expenses.

Signature of Horse Wisdom Equine Assisted Learning Participant and/or Guardian:

..... Date:

Photo Release

I consent and authorise *Horse Wisdom Equine Assisted Learning* (Kellie Chodat), and anyone they shall authorise, to use and reproduce photographs, films, and footage to circulate and publicise *Horse Wisdom Equine Assisted Learning*, by all means, including and without limit to, the generality of the newspapers, television media, and internet promotion. This is including but not limited to Facebook, YouTube, blogs and webpage, publications, brochures, pamphlets, and/or instructional materials.

Consent for Photographs: Yes / No

Signature of Horse Wisdom Equine Assisted Learning Participant and/or Guardian:

..... Date:

¹ Activities includes all activities and services ancillary to or associated with the Equine Assisted Learning sessions, both before and after, including transportation to and from the location of the Activity whether provided by *Horse Wisdom Equine Assisted Learning* or not, briefings, inductions, training, and the provision of information in all manuals, safety guidelines and other documentation provided to or made available to the Participant with respect to the Activity, familiarisation with clothing or equipment and methods of operation of equipment and the wearing and removal of any clothing or equipment associated with the Activity. Unless otherwise specified, a reference to an Activity is a reference to a recreational service or a recreational activity as defined in relevant legislation referred to herein.