

**Argentille Equestrian Centre**

283 Wilderness Rd Lovedale 2325

**DISCLAIMER**

Conditions of indemnity for riding, agistment and /or instruction on any property in company with, under the direction of, or with the instruction and / or supervision of Argentille Equestrian Centre (including Briagin Pty Ltd, Tangarr Pty Ltd, Trustee for Market Street Unit Trust, either jointly or severally) including at the property known as Argentille Equestrian 283 Wilderness Rd Lovedale 2325 NSW:

I, \_\_\_\_\_ (rider/student/agistee)

AND /OR

I, \_\_\_\_\_ (guardian of rider/student/ agistee ) if under 18 years of age

**HEREBY ACKNOWLEDGE THAT:**

At all material times Argentille Equestrian includes Argentille Equestrian and any agent, employee, contractor or other person acting on behalf of or with the permission of Argentille Equestrian including any entity,current, past or future operated by Argentille Equestrian.

I understand this is a fundamental condition of my agreement to ride, be provided with instruction and/ or agist horses on the said property or under instruction and that I ride, obtain instruction and/or obtain agistment at my own cost and risk. I am aware that activities involving horses can be hazardous and dangerous and that Argentille Equestrian, and any persons acting on behalf of Argentille Equestrian and property owners, accept no responsibility for any injury, damage or loss I may sustain as a direct or indirect consequence of my riding, instruction and/ or agistment.

I fully release Argentille Equestrian or any persons acting on behalf of Argentille Equestrian and property owners to the full extent permitted by law from all claims, costs, damages, liabilities and losses which Argentille Equestrian or any persons acting on behalf of Argentille Equestrian and the property owners arising out of or contributed to by any act or omission by me as a rider/ spectator/ student or agistee.

In case of children under the age of eighteen years, this notice provides any indemnity, in the terms of which I, (being the parent/guardian) of the abovementioned rider/ student/horse agistee, hereby agree that by signing this notice I will keep Argentille Equestrian and any persons acting on behalf of Argentille Equestrian and the property owners fully indemnified against all claims whatsoever kind or nature that my child may make against Argentille Equestrian and any person acting on behalf of Argentille Equestrian and property owners as a result of any act or omission to the rider, student or agistee.

I declare that any horse brought onto the property or provided for the participation and/ or lesson are free from disease, are in good health and are up to date with all the vaccination, worming and any other relevant treatment. I also agree that it is my responsibility to provide and wear a suitably approved helmet, footwear and/ or any other clothing or device as instructed when riding or in the company of horses.

I confirm that I will abide by any signage, conditions of usage and guidelines provided to me and/ or located onsite at Argentille Equestrian in relation to arena usage, stable usage and any other facilities located therein. I agree to release Argentille Equestrian or any persons acting on behalf of Argentille Equestrian and the property owners to the full extent permitted by law from all claims, costs, damages, liabilities and losses in respect of which Argentille Equestrian or any other persons acting on behalf of Argentille Equestrian and property owners may become liable arising out of or contributed to by any act or omission, or by any animal whether it be equine or otherwise while it is in the company of or supervision of Argentille Equestrian on any property.

**I acknowledge and accept all terms and conditions of the disclaimer set out above.**

NAME/NAME OF GUARDIAN

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ADDRESS/ADDRESS OF GUARDIAN

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D.O.B/ D.O.B OF GUARDIAN

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CONTACT PHONE NUMBER/GUARDIAN PHONE NUMBER

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EMAIL ADDRESS/ GUARDIAN EMAIL ADDRESS

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DRIVER'S LICENSE NUMBER AND EXPIRY

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NEXT OF KIN

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NEXT OF KIN PHONE NUMBER

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**SIGNED** by/on behalf of student/ rider/ agistee/ guardian

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Date:

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