Horse Riding Lesson / Clinic Risk Warning and Waiver of Liability

Date of clinic / lesson & location:

Trainers: Paul & Rachel Davidson Camelot Stock Horses

Name:

Address:

Email:

Phone:

The following pages affect your legal rights and obligations. Please read these carefully and only sign if you fully understand their contents. For Participants under 18 years of age, these documents must be completed by a parent or legal guardian.

**Risk Warning**

I am aware that by my participation in any activities arranged by the Provider, 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.
* 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 the Activity may be undertaken with one or more other persons as part of a group and that the Provider 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 the Activities 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) and the *Civil Liability Act 2002* (WA).

**Participant’s Warranties**

I agree to abide by any of the Provider’s rules, and any direction or instruction given to me by the Provider during the course of the Activities. I agree to use and/or wear any equipment given to me by the Provider.

I declare that I am medically and physically fit and able to participate in the Activities. 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 Provider of any injuries, illness or concerns that may arise during the Activity. 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, the Provider 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 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 Activities.

Exclusion of liability

I agree to and unconditionally release, waive, discharge and forever hold harmless, the Provider 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 the Provider 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 the Provider, and agree to indemnify and keep indemnified the Provider 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 the Provider 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:

* + 1. Deaths;
    2. Physical or mental injuries (including the aggravation, acceleration or recurrence of such an injury);
    3. The contraction, aggravation or acceleration of a disease;
    4. 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:
       1. That is or may be harmful or disadvantageous to you or the community; or
       2. 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 the Provider 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).

**Q1.** Do you have any condition or limitations that may affect your safety or well-being during the clinic ? Please outline below:

**Q2.** Your emergency contact:

Name:

Relationship:

Phone: Email:

**Q3.** Please outline your riding experience:

**Q4.** Please give an overview of your horse: ie Age, breed, education and behavioural traits:

**Q5.** What would you like to achieve from the Clinic / Lesson ?

**Conditions:**

For the purpose of this agreement the word “Trainer” includes the person who is principally responsible for the Clinic but also includes employees, family or other person at the direction of the Trainer.

Horse riding or being in the vicinity of horses is a dangerous activity which can result in the death, permanent disability, disfigurement or serious injury to the horse or rider. Horses are unpredictable and respond to training methods in different ways. Your welfare and that of your horse is our highest priority but we cannot guarantee safety and will not be liable for any event that occurs.

The ground surface on the property may be uneven or slippery which may cause trips or falls of the horse or rider. It is the participants responsibility to assess all areas and take appropriate action.

If you or a person under your control or direction handles or rides a horse during the training period they do so at their own risk. The assessment of your ability or person under your control to handle or ride the horse rests with yourself. The Trainer or their agent/s and are not liable for injury or death that occurs.

It is your responsibility to advise the Trainer of any condition, illness, medication or limitation that you may have which will affect your safety or ability to participate in this clinic / lesson.

If you consider that any activity during the clinic compromises your safety or that that of your horse you should cease the activity immediately and advise the Trainer.

It is your responsibility to choose the suitability of your own gear for the clinic / lesson and also check the soundness and fit of your equipment to ensure your safety. If you do not have the skills to assess your equipment you should seek the advise of the Trainer

All persons handling or riding a horse must wear an approved helmet.

There is no guarantee that the horse will be suitable for its intended purpose at the end of the Clinic / Lesson.

There is no refund in part or in whole of the fees if the horse does not perform to the owner’s expectations or if the horse is unable to complete the clinic due to soundness or behaviour or the Clinic did not meet your expectations.

The Trainer will be not be liable for any illness or disease that you or the horse contracts whilst at the Clinic. Welfare of your horse is your responsibility for the duration of the clinic

All fees are to be paid prior to the commencement of the clinic. This document must be read and understood prior to making payment.

1. **NOTE:** The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. ***Gross negligence***, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair Trading Regulations 2012 and section 22(3)(b) of the *Australian Consumer Law and Fair Trading Act 2012*.
2. Agreement to exclude, restrict or modify your rights:
3. I agree that the liability of the Provider for any personal injury that may result from the supply of the recreational services that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) is excluded.
4. **Declaration and Signature**
5. I have read carefully and understand this risk warning and waiver of liability and sign it feely and voluntarily without inducement of any kind.

|  |  |  |  |
| --- | --- | --- | --- |
| Signature of Participant: |  | Date: |  |
|  |  |  |  |
| Signature of Witness |  | Date: |  |
|  |  |  |  |

1. **For Participants under age 18**
2. This is to certify that I, as a parent/guardian with legal responsibility for the Participant, acknowledge, understand and accept all of the above and consent to his/her release as provided above. I release and agree to indemnify and hold harmless the Provider from any and all liabilities arising from my minor child’s involvement or participation in the Activities and/or recreational services, even if arising from the negligence of the Provider.

|  |  |  |  |
| --- | --- | --- | --- |
| Signature of Legal Guardian: |  | Date: |  |
|  |  |  |  |
| Name (Print): |  |  |  |
| Signature of Witness |  | Date: |  |
|  |  |  |  |

***Please sign each page of this document and return by email to*** [***paulevan@bigpond.com***](mailto:paulevan@bigpond.com) ***and provide the original on the day.***