MILDURA HORSE RIDING SCHOOL

 Liability Waiver Form

 Exclusion of Certain Rights to Sue

**HORSE RIDING IS A DANGEROUS ACTIVITY:** The purpose of this agreement is to limit the liability of the Provider to exclude liability for any personal injury or death to the Participant and other people in the care and control of the Participant howsoever caused who signed this form as acknowledgment of the terms and conditions of this agreement. By signing this form you are waiving your rights to sue the Provider for losses relating to personal injury or death. Under the provisions of the Trade Practices Act and Various State Laws conditions are implied into contracts that mean that the Provider of Recreational Services, noted below, is required to ensure that the Recreational Services it sells to you are: rendered with due care and skill, are fit for the purpose for which they are commonly bought as it is reasonable to expect in the circumstances or might reasonably be expected to achieve the result you have made known to the Provider.

**Name and address of Provider** Megan Jackmann of Mildura Horse Riding School. Unit 7/62 7th St Mildura 3500

 **Name and address of venue:** 104 Yelta Rd North Merbein

**Date period this agreement covers:** 1st Jan 202 – 31st Dec 2022

The Participant acknowledges that the activity being undertaken is an activity being undertaken for the purposes of recreation, enjoyment or leisure which involves a significant degree of physical risk and or death. The Provider acknowledges that they are providing Recreational Services detailed below which means; providing facilities for participation in a recreational activity, or training a person to participate in a recreational activity, or supervising, adjudicating, guiding or otherwise assisting a person’s participation in a recreational activity.

The Participant hereby acknowledges that in attending the recreational activity that there are inherent risks involved to him or her or other people in their care and control. This agreement is directed and limited to inherent risks that are patent. The Participant also acknowledges that the purpose of the recreational activity is for the benefit of the Participant and for the benefit of those people attending with the Participant and that at all times the Participant is responsible for his or her own actions and the actions of those other people in his or her care and control.

**Description of Recreational Services:** Horse riding, horse handling on the ground, horse training, instruction, horsemanship/education sessions, training, supervision and assessment of instructors.

**Steps taken Provider to avoid the danger of personal injury or death:** Regular equipment and facility inspections.

The Participant acknowledges that during all times while he or she is attending the recreational activity he or she does so at his or her own risk and that the Participant and other people in the care and control of the Participant will not hold the Provider or Venue and any of its employees, volunteers or agents liable for any personal injury and or death or breach of contract whether caused by the negligence of the Provider howsoever caused or otherwise.

**INPSECTION OF PREMISES** – RIDER/GAURDIAN has inspected facilities and is satisfied that all premises conditions are reasonably safe for RIDER’S intended purpose, usage and presence upon the premises.

**RIDER RESPONSIBILITY –** Upon mounting a horse and taking up the reins, the RIDER is in primary control of the horse. The **RIDER’S** safety largely depends upon his/her ability to carry out simple instructions, and his/her ability to remain balanced aboard the moving animal. The **RIDER** shall be **responsible** for his/her own safety.

**Declaration and signature** By signing this agreement I understand that the Recreational Services about to be sold to me as set out in this form may cause my or my dependants personal injury or death. By signing this agreement I understand that I and my dependants waive our rights to sue the Provider for losses relating to my and or my dependants personal injury or death that result from any negligence caused by the Provider.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

BY SIGNING HEREUNDER I CONFIRM HAVING READ AND UNDERSTOOD THE CONTENTS OF THIS DISCLAIMER.

**Signature of Participant**:

**Date**:

**Address**:

**Printed name:**

I, being the parent/guardian of the above named, confirm that I have read the whole of this document and have taken all necessary actions to ensure I am aware of the activity which the above named, will be asked to participate in and consent to him/her participating. In doing so, I acknowledge that equestrian activities are dangerous and that accidents causing death, bodily injury, disability and property damage can and do happen. I agree that MJJ Performance Horses, owners and lessees of premises used to conduct the coaching shall not be under any liability whatsoever for the death or any bodily injury, loss or damage which may be suffered or incurred by the above named or by me in or being present at any activity conducted by, or on behalf of MJJ Performance Horses under the Competition & Consumer Act (Cth) (or similar legislation)

**Signature and Printed name of Legal Guardian (if participant is U/18)**

**Date:**

 ***HORSE RIDING IS A DANGEROUS ACTIVITY***

 **Release and Waiver of Liability**

 **Mildura Horse Riding School**

 I understand and acknowledge that horse riding is a dangerous activity and that horses can act in a sudden and unpredictable (changeable) way, especially if frightened or hurt. Any horse can bite, buck, kick, rear, startle, trip or slip, spook, etc. and put the rider or handler at risk of injury or death. **SOME EXAMPLES ARE**: thunder, lightening, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, fly near, bite and/or sting a horse or person; and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape.

 I understand and acknowledge that serious **INJURY** or **DEATH** may result from horse riding, whilst on the ground around horses, handling horses and in lessons, clinics, training days.

 I **AGREE** that **I WILL RIDE, HANDLE AND BE AROUND A HORSE OR HORSES** at my **OWN RISK** and that the event organiser and providers, venue owner , volunteers or agents shall not be liable for my personal injury, death, loss or damage occasioned to me or any loss or damage occasioned to any of my possessions whether such liability arises out of any express or implied term of my riding in ANY rides, lessons, horse handling, whilst around horses on the ground, or at common law or in any other way.

OBLIGATIONS: I AGREE: To not drink alcohol or take drugs prohibited by law before or during any riding, lesson, horse handling.

To immediately report to the Operators any injury to myself, my horse during any ride/lesson/when handling and the manner of the occurrence of such injury;

To immediately advise the Operators of any loss or damage to any horse tack, equipment, saddle, bridle and/or any other equipment owned by me or provided to borrow for my use during any ride/lesson/handling;

 To wear a current EA approved horse riding helmet that is less than 5 years old during any ride/lesson.

CONDUCT: I AGREE: To control myself and my during any ride/lesson/handling in a proper and reasonable manner and, in particular, to ride the horse in a proper and horseperson like manner; To be responsible for the well-being and safety of my during any ride/lesson/handling on the ground and to not permit any other person to ride or handle that horse without the Operators prior permission; To pay due regard to the safety of all other riders and persons involved in any ride/lesson/handling; To follow the directions of the operators and that any misconduct or refusal by me to follow any direction of the operators will result in the **CANCELLATION** of my riding and my immediate removal from any horse/ride/handling **NO** **MATTER** where that may occur.

HEALTH: Strike out the statement that is not appropriate. I have the following health problems and/or physical disabilities which are described below **OR** I am in good health and I have no physical disabilities. Or please specify, print or write very clearly.

..................................................................................................................................................................

 Name of Rider: (Must be over 18 years of age to sign)

…...............................................................................………

OCCUPATION: ..................................................................... ……………..

Date of birth………./……..…./………… ..

 Address:........................................................................

Postcode:

Phone: Landline………………………………………… Mobile:………………………………………….

Next of Kin…………………………………….mobile:……………………….. Email:

Riding Experience: (tick appropriate box)

 ≤ Less than 20 Hours Riding Experience

 ≤ Less than 50 hours Riding Experience

≤Very experienced

≤Never ridden

Male / Female (Circle appropriate answer

Details of riding experience: (Print or write clearly) ........................................................................................ ..................................................................................................................................................................

***Effect of This Document*** I understand that my signature to this document constitutes a complete and unconditional release of all liability of the Operators to the greatest extent allowed by law in the event of me and/or the children under my care, suffering property damage, injury or death.

Signed ………………………………………..………………… Date:… ……/…………/.........

Parent or Authorised Guardian must sign below for a minor (under 18 years)

Signed ………………………………………..………………… Date:…………/…………/………..

Print Name:……………………………………………………