

Equine Assisted Learning Activities

Risk Warning and Waiver of Liability

Name of Provider ¹	Evolve with Horse Coaching
Address of Provider	1 North St Yandina
	State: Queensland Postcode: 4561
Name of Participant	
Address of Participant	State: Postcode:
	Telephone:

Important Notice

This document affects your legal rights and obligations. Please read it carefully and only sign if you fully understand its contents.

For participants under **18 years of age**, a **parent or legal guardian** must complete and sign this form.

1. DESCRIPTION OF ACTIVITIES

The participant will be engaging in **Equine Assisted Learning activities**, which involve interaction with horses in a structured learning environment. Activities may include horse care, groundwork exercises, and other related equine experiences.

2. RISK WARNING

I acknowledge that:

- The activities are undertaken for recreational, educational, and personal development purposes.
- While all reasonable safety measures are in place, equine-related activities involve inherent risks, including but not limited to physical injury, animal behaviour unpredictability, and environmental factors.
- There remains an element of **unforeseen risk** despite the best efforts to ensure safety.
- The activities may be conducted in a group setting, and the **Provider is not responsible for the actions of other participants**.
- By signing this form, I confirm that I **understand and accept** the risks associated with participating in these activities.

This **Risk Warning** is issued in accordance with **Section 22 of the Australian Consumer Law and Fair-Trading Act 2012 (Victoria)**.

3. PARTICIPANT WARRANTIES

I agree to the following conditions:

- I will **comply with all instructions and safety rules** provided by the Provider and its staff.
- I will wear any **required safety equipment** and follow appropriate safety measures.
- I confirm that I am **medically and physically fit** to participate.
- I will disclose any **pre-existing medical conditions, injuries, or concerns** that may affect my participation.
- I will **immediately inform** the Provider of any illness, injury, or discomfort experienced during the activity.
- I will not engage in reckless, negligent, or disruptive behaviour that could endanger myself or others.
- I confirm that I have **not consumed any substances (including medications or alcohol)** that may impair my ability to participate safely.

If I suffer an injury or illness, I consent to the Provider arranging **first aid, medical treatment, or evacuation** at my expense if necessary.

4. EXCLUSION OF LIABILITY

By signing this waiver, I agree to **release, discharge, and hold harmless** the Provider, its employees, agents, directors, and officers from **any claims, damages, or liability** resulting from personal injury, loss, or damage, including those arising from negligence or breach of contract.

I acknowledge that:

- The Provider **cannot be held liable** for any personal injury sustained during the activities.
- I **waive any rights to claim compensation** for injury or damage related to the activities, except in cases of gross negligence as defined under **Victorian law**.

5. WAIVER UNDER AUSTRALIAN CONSUMER LAW (VICTORIA)

WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR-TRADING ACT 2012 (VIC)

Under the **Australian Consumer Law (Victoria)**, suppliers of recreational services are required to:

- Provide services with **due care and skill**.
- Ensure services are **fit for the intended purpose**.
- Deliver results as reasonably expected based on the service description.

Under **Section 22 of the Australian Consumer Law and Fair-Trading Act 2012 (Victoria)**, the Provider is entitled to ask you to **waive certain rights** regarding injury claims.

By signing this document, you agree that:

- **Your right to sue** the Provider for personal injury or death arising from participation in these activities is **excluded, restricted, or modified**, except in cases of gross negligence.
- This waiver **does not apply** if the injury or death results from **reckless disregard** or gross negligence by the Provider.

AGREEMENT AND DECLARATION

I have read, understood, and voluntarily accept the terms of this Risk Warning and Waiver of Liability.

Participant (18+ years or parent/guardian for minors)

Signature of Participant: _____ Date: _____

Signature of Witness _____ Date: _____

For Participants under age 18

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: _____