



HARNEY PARK

Agistment and Indoor Equestrian Centre

ABN: 29 590 366 010

Release and Waiver Form for Horse Riding & Activities (Acknowledgment of Risk)

WARNING: Under the provision of the *Fair Trading Act 1999 (Vic)*, the supplier named on this form, being Harney Park Pty Ltd is required to ensure that the recreational services it supplies to you are:

- rendered with due care and skill, and
- as fit for the purpose for which they are commonly bought as it is reasonable to expect in the circumstances, and
- reasonably fit for any particular purpose or might reasonably be expected to achieve any result you have made known to the supplier.

Under section 32N of the *Fair Trading Act 1999 (Vic)*, the supplier is entitled to ask you to agree that these conditions do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the *Fair Trading Act 1999*(Vic)* if you are killed or injured because the services were not rendered with due care and skill or they were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in this form.

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 (*Fair Trading Act (Recreational Services) Regulations 2004 (Vic)*).

ACKNOWLEDGMENTS:

As a condition to my accepting to participate I hereby acknowledge that **I participate at my own risk** and that I am aware that activities involving horses can be hazardous. I understand and acknowledge that serious **injury** or **death** may result from horse related activities.

I acknowledge that the safety precautions undertaken are a service to me and other participants but are not a guarantee of safety. I understand that horses are unpredictable by nature, that when frightened their instincts are to jump forward or sideways, to run away from danger, to kick, to rear up, buck or to bite. I declare that I am in sound condition and undertake participation with the knowledge of the physical demands required. I consent to receiving any medical treatment, including ambulance transportation that may be deemed necessary during or after participating.

Knowing the risk I agree to release, indemnify, forever discharge and hold harmless Harney Park Pty Ltd and any associated person, including any subsidiaries, employees, agents and volunteers from and against any and all existing and future claims, actions, costs, demands and/or liability (including solicitor fees and legal costs) for loss (including consequential loss), harm, damages, cost or expense, including without limitation costs, injuries, accidents, losses and damages related to personal injuries, death, damage to and destruction of property and all claims of third parties without limitation.

I agree that I will not ride if I am under the influence of alcohol and/or drugs.

I agree that I will ultimately be responsible for the safe condition of my equipment. I agree that as a condition of riding I must wear an Australian Standards Approved helmet and suitable footwear.

When under tuition I agree to follow the directions of the coach and that any misconduct or refusal of me to follow any direction of the coach will result in the cancellation of my lesson and my immediate removal from my horse no matter where that may occur.

I agree that I will be responsible for any damages to the premises, property owned by others, injuries to any riders or pedestrians, which I may cause by negligent, recklessness or irresponsible conduct.

Continued overleaf;

I agree that in the event of being involved in an accident, becoming ill, or otherwise requiring medical treatment or care, Harney Park Pty Ltd or its Personnel may, in their absolute discretion, obtain medical treatment for myself and that I must pay all expenses incurred in obtaining such medical treatment or care.

I further acknowledge that I must continually indemnify Harney Park Pty Ltd and any associated person, including any subsidiaries, employees, agents and volunteers against any claim or proceeding that is made, threatened, or commenced and any liability, loss including consequential loss, damage or expense including legal costs on a full indemnity basis that incurs or suffers as a direct or indirect result of this agreement.

All minors must have a parent or guardian sign this acknowledgment and indemnity for them. By signing my name on this form, either in person or by one of my representatives, I hereby agree to comply with all of the terms and conditions stated above.

I HAVE CAREFULLY READ THIS ACKNOWLEDGMENT AND INDEMNITY. I UNDERSTAND IT, AND VOLUNTARILY AGREE TO ALL OF ITS TERMS. I UNDERSTAND THAT THESE TERMS AND CONDITIONS APPLY EVERY TIME I PARTICIPATE.

Print Name of rider:	Signature of rider / parent / guardian:
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Today's Date: _____ Date of Birth (if under 18): _____

Address: _____

Phone Number: Hm _____ Mob: _____

Emergency Contact (name & number):

Known allergies/medical conditions or physical disabilities (if none state "none"): _____

Previous riding experience: _____

Email Address (if you would like to receive Harney Park Updates): _____