

**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: Trading as 'Chum Creek Huts & Horse Riding'
(Prophisee Pty Ltd, ACN ACN 133 846 036)
221 Heath Road Chum Creek, Vic 3777.

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. 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, workshops, film evenings, equine events, assessments of horses and riders, training, horse trail rides, supervision and assessment of instructors & agistment.

Steps taken by Chum Creek Huts & Horse Riding to avoid the danger of personal injury or death:

Regular equipment and facility inspections, trained experienced instructors, staff participant ratio compliant with the Industry Standard, adherence to the industry code of practice, emergency procedures in place; all staff qualified in first aid, communication procedures in place.

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 any of its employees or agents liable for any personal injury or breach of contract whether caused by the negligence of the Provider its employees or agents howsoever caused or otherwise. The Participant acknowledges that in the event that he or she or any of the other people in their care and control find either or any of them is in difficulty that they are to stop the activity or request that the activity be stopped if appropriate, and seek help and/or assistance and advice.

Declaration and signature (Previous Page)

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 and 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.

Privacy Statement – Privacy Act 1998

By completing this form you are supplying Chum Creek Huts & Horse Riding with personal information about yourself. This information is needed to ensure your safety during your time with Chum Creek Huts & Horse Riding is required to collect this information by their insurance company and by the Department of Environment, Land, Water and Planning.

HORSE RIDING IS A DANGEROUS ACTIVITY

Release and Waiver of Liability
Exclusion of certain rights to sue

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, startle, trip or slip, etc. and put the rider or handler at risk of injury or death.

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.

I AGREE that **I WILL RIDE, HANDLE AND BE AROUND A HORSE OR HORSES** at my **OWN RISK** and that Chum Creek Huts & Horse Riding and any employees, volunteer or agents of Chum Creek Huts & Horse Riding ("Operators") 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 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 or the horse provided for my use 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 either owned by me or provided for my use during any ride/lesson/handling;
- To wear an approved horse riding helmet that is less than 5 years old during any ride/lesson.

CONDUCT: I AGREE:

- To control myself and the horse provided for my use 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 the horse provided for my use 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 lesson or trail ride and fee 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. *Please print or write very clearly.*

.....

Name of Rider:

Occupation: Date of birth...../...../.....

Address: Postcode:.....

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

Email:.....

Height:..... Weight:..... Male / Female (*Circle appropriate answer*)

Riding Experience:

(*tick appropriate box*)

- Very experienced
- Less than 50 hours Riding Experience
- Less than 20 Hours Riding Experience
- Never ridden

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:...../...../.....

Duty of Operators of Chum Creek Huts & Horse Riding. The Operators of Chum Creek Huts & Horse Riding will exercise due care and skill in providing each horseperson with a suitable horse and conduct the ride/lesson/handling, keeping in mind the welfare and safety of the rider/student/handler.