

Somersby Paddock

RULES, GUIDELINES, VOLUNTARY ASSUMPTION OF RISK AND INDEMNITY BY PARTICIPANTS IN HORSE-RIDING ACTIVITIES AT 161 GRANTS ROAD, SOMERSBY NSW 2250

WARNING: THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR RIGHTS. PLEASE READ THE ENTIRE DOCUMENT CAREFULLY.

1. I understand and acknowledge that participating in horse riding is a dangerous activity. As such it has inherent dangers and risks. Some of the hazards which may result in personal injury include, but are not limited to:

- A fall from a horse resulting from rider actions or poor control,
- An uncontrolled action by a horse (e.g. kicking, biting, striking or pulling back),
- A fall by horse and rider due to adverse conditions (e.g. a slippery surface),
- A fall from a horse due to an unpredictable incident (e.g. something scaring the horse), or
- Interaction between a horse and/or rider with a third party (e.g. a road accident).

I am aware of the hazards involved and acknowledge that there is always risk of injury (including permanent injury, mental injury, paralysis and death) and damage to my personal property. In my judgment, I am able to participate in horse riding activities in a manner safe to myself and others.

2. I further acknowledge and agree:-

(a) That due to the nature of the activity, it would be unreasonable for **SOMERSBY PADDOCK (ABN 73 154 228 208)** to be in any way responsible for any injury to or death caused by a horse or horse-riding accident; and

(b) That I am undertaking the activity freely, voluntarily and absolutely at my own risk and with a full appreciation of the nature and extent of all risks involved in the activity.

3. I certify that I am physically fit and have not been advised by a qualified medical person that I should not participate in physical activities such as horse-riding and that I have been given the opportunity by the instructor/trainer/ guide to review the activity as thoroughly as possible and ask any questions prior to my participation.

4. In consideration of being allowed to participate in horse-riding, I (on my own behalf and on behalf of my executors, administrators, heirs, next of kin, successors and assigns):

(a) WAIVE, RELEASE AND DISCHARGE, to the full extent permitted by law, from any and all liability for death, disability, personal injury, property damage, property theft, any other loss and/or damages and all other risks, claims or actions of any kind (including breach of con-

tract, any negligent or tortious act or omission, breach of duty or breach of statutory duty) whatsoever and however occurring, together with any legal fees incurred as a result of any such claim whether it is valid or not, which I at any time had or have as a result of or in connection with, directly or indirectly, my participation in horse riding or activities involving horses at, or my travelling to and from, **161 GRANTS ROAD SOMERSBY NSW 2250** and the arranging of insurance on my behalf the following persons and entities: **SOMERSBY PADDOCK (ABN 73 154 228 208)**, its office bearers, directors, partners, employees or agents, contractors, sponsors, volunteers, community organisations and the owners, licensees or occupiers of any property upon which I enter and their (its) respective officers, directors, partners, employees, independent contractors, sponsors representatives, agents, members and volunteers, including medical and paramedical personal appointed by **SOMERSBY PADDOCK (ABN 73 154 228 208)**;

(b) INDEMNIFY AND HOLD HARMLESS the persons or entities mentioned in paragraph **4(a)** from any and all liabilities, claims or actions (including negligence) whatever or however caused arising as a result of or in connection with, directly or indirectly, my participation in horse riding or activities involving horses at, and travelling to and from, **161 GRANTS ROAD SOMERSBY NSW 2250**, including any claim by me, any person assisting me or the arranging of insurance on my behalf.

5. I acknowledge that I am responsible for my personal possessions and equipment during the horse riding activities I participate in at **161 GRANTS ROAD SOMERSBY NSW 2250**.

6. I certify that the medical information disclosed by me on the accompanying forms is true and I consent to and authorise that information to be provided to any medical practitioner, ambulance officer or any person involved or associated with any medical treatment or assistance that may be given to me as a result of an accident or injury sustained during my participation in horse-riding activities or activities involving horses, regardless of whether treatment is actually given.

7. I acknowledge that **SOMERSBY PADDOCK (ABN 73 154 228 208)** reserve the right to cancel a horse-riding activity if conditions warrant. I agree that the organisers reserve the right to cancel due to weather conditions, natural disaster, acts of god, terrorism, war or any other reason so deemed by the organisers, and that my participation fee will be non-refundable.

8. I agree to abide by the rules and directions of **SOMERSBY PADDOCK (ABN 73 154 228 208)** staff and I understand that my participation in horse-riding may be voided if through my actions or behaviour, in the opinion of the staff, I break any of the rules or I am or appear to be intoxicated. Staff also reserve the right to deny my participation in horse-riding activities if there are doubts about my capacity to control a horse due to age, frailty, pregnancy, medical condition or ailment.

9. This agreement and any rights, duties and obligations as between the parties to this agreement shall be governed by and interpreted solely in accordance with the laws of New South Wales, Australia and no other jurisdiction.

10. If any provision of this agreement is prohibited by law or judged to be unlawful, void or unenforceable, the provisions shall, to the extent requires, be severed from this agreement and rendered ineffective as far as possible without modifying the remaining provisions of this agreement, and shall not in any way effect any other circumstances of or the validity or

enforcement of this agreement.

Minors

11. I permit any persons or entities mentioned in paragraph 4(a) to arrange for medical attention for my child or to transfer my child to a medical centre or to a hospital if, in the opinion of that person, medical attention is needed or is likely to be needed for my child.

12. I agree that on transporting my child to any hospital any person or entities that facilitated such transport will have no further responsibility for, or in respect of, my child.

13. I agree to pay all costs associated with such medical care or attention for related transportation for my child.

14. I agree to the extent permitted by law to consent to the waiver, release, discharge and indemnity as set out in paragraph 4 on behalf of my child.

15. It is a condition of entry of a minor participating in horse-riding to have their parent and/or legal guardian execute this document as well as themselves in consideration for being permitted to participate.

Rules and Guidelines

16. **SOMERSBY PADDOCK (ABN 73 154228 208)**; reserve the right to reject persons who do not have appropriate clothing or have consumed drugs or alcohol. Persons should dress to participate in an outdoor activity. Covered shoes are mandatory.

17. Unless instructed otherwise, riding safety equipment must be worn at all times during riding activities, including those times before and after the rider has dismounted.

18. If you are under 18 years of age, a parent/guardian must co-sign this document.

I HAVE READ AND UNDERSTOOD THIS DOCUMENT AND ACKNOWLEDGE THAT HORSE-RIDING IS A DANGEROUS ACTIVITY. I UNDERSTAND THE WAIVER AND INDEMNITY I AM GIVING :-

Name: Signature:.....

Name of Parent/Guardian: Signature:.....

Date:

Thank You!