



PORT MACQUARIE
HORSE RIDING CENTRE

ABN 17500 875 751

ABN 581 647 62574/ACN 164 762 574 (Trustee)

Release and Waiver of Liability

In consideration for being permitted to participate in any way in horse sport activities, I, the undersigned, understand, acknowledge and accept that:

Horse sports are a dangerous recreational activity and horses can act in a sudden and unpredictable (changeable) way, especially if frightened or hurt.

There is significant risk that serious INJURY or DEATH may result from horse sport activities and in particular this activity.

I/We confirm the Recreational Service Supplier has explained this document to me/us and I/we am/are aware of the implications, intent and effect of agreeing to signing the document. I/We furthermore confirm I/we am/are aware of the obvious risks associated with activities involving horses and I/we knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the Recreational Service Supplier (hereafter referred to as the "Releasees") or others and **I voluntarily PARTICIPATE** at my **OWN RISK** and assume sole responsibility for any injury, death or property damage I may suffer that arises from my participation in horse related activities.

I understand and acknowledge the dangers associated with the consumption of alcohol or any mind altering drugs before and during the activity and I take full responsibility for any injury, loss or damage associated with their consumption. I agree not to drink alcohol or take drugs prohibited by law before or during this trail ride.

I will disclose any pre-existing medical or other condition that may affect the risk that either the participant or any other person will suffer injury, loss or damage. I acknowledge that Port Macquarie horse riding centre relies on the information provided by the participant, and the participant states that all such information is accurate and complete.

I agree to follow the directions given to me and that any misconduct or refusal by me to follow any direction can result in the **CANCELLATION** of participation in the activity and my immediate removal from any horse **NO MATTER** where that may occur. I understand that any such non-compliance may result in injury, death and/or permanent disability and I agree to indemnify the Releasees against all claims made by any person as a result of my failure to comply.

I agree to wear a helmet at all times whilst riding and agree that I am solely responsible for ensuring that I wear a suitable helmet at all times and take sole responsibility for my actions.

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS AND AGREE NOT TO SUE the Recreational Service Supplier, their officers, officials, volunteers, coaches, agents and/or employees, other participants, sponsoring agencies, sponsors and if applicable, owners and lessors of premises used to conduct the activities (all of whom are referred to as "Releasees") WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, OR loss or damage to person or property, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

Name of Participant: _____

Phone: _____ Date of birth: _____

Email: _____

Details of riding experience: _____

Agreement to exclude, restrict or modify your rights:

I agree that the liability of the above named Recreational Service Supplier for any personal injury that may result from the supply of the recreational services that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) is completely and unconditionally —



(a) excluded;

I/we have had sufficient opportunity to read this release of liability and assumption of risk agreement or where required, explained to me/us, fully understand its terms, understand that I/we have given up substantial rights by signing it, and sign it freely and voluntarily without inducement, undue pressure or influence of any kind.

I do hereby consent and agree that Port Macquarie Horse Riding Centre, its employees, or agents have the right to take photographs, videotape, or digital recordings of me and to use these in any and all media, now or hereafter known, and **exclusively for the purpose of advertising the centre**. I further consent that my name and identity may be revealed therein or by descriptive text or commentary. I understand that there will be no financial or other remuneration.

Signature of Participant: _____ Dated: _____

Name and address of Participant _____

Signature of witness: _____ Dated: _____

Name and address of witness: _____

GUARDIAN NAME (IF RIDER IS UNDER 18 YEARS OF AGE) _____

GUARDIAN SIGNATURE _____

EMERGENCY CONTACT PERSON

NAME _____

PHONE _____

LEVELS OF EXPERIENCE

Beginner: Someone who has never ridden, or has ridden once or twice.

Novice: Someone who has ridden before can control their horse independently at walk with confidence and has experienced some trotting

Intermediate: Someone who is competent and capable of performing a rising trot and who had experienced some cantering and is able to apply correct aids to guide and stop the horse.

Experienced: Someone who is competent and capable of a canter and who has performed some galloping and jumping using correct aids.

Very Experienced: Someone who is competent and capable and can demonstrate the correct aids in a variety of disciplines of horsemanship, including jumping, and who is confident riding a forward moving horse.

