



## **Risk Warning and Waiver of Liability**

Name of Provider <sup>1</sup>	Valley Park Riding School Pty Ltd		
Address of Provider	88-86 O'Briens Lane, Templestowe	State: VIC	Postcode: 3106
Name of Participant			
Address of Participant		State:	Postcode:
Date of Birth			

The following pages affect your legal rights and obligations.

Please read these carefully and only sign if you fully understand their contents.

For Participants under 18 years of age, these documents must be completed by a parent or legal guardian.

### **Description of Activities<sup>2</sup>:**

Horse riding lessons, pony rides, birthday parties, holiday programs, clinics, photoshoots, ground work sessions, horse training/retraining, volunteering, work placements and all/any activities in and around Valley Park Riding School.

### **Risk Warning**

I am aware that by my participation in any activities arranged by the Provider, certain risks or dangers may occur which could include:

- Physical, bodily or psychological injury or death.
- Physical exertion to which I am not accustomed.
- Failure of equipment or use of inadequate equipment.
- There may be no or inadequate facilities for treatment or transport to treatment if I am injured.
- The conditions in which the activities are conducted may vary without warning.
- I may cause injury to other persons and/or other persons may cause injury to me.
- I may be injured or die due to the negligence, breach of contract or breach of statutory duty or guarantee of the provider.

I acknowledge that the activities are being undertaken for the purposes of recreation, enjoyment or leisure, and involve a significant degree of risk of physical harm.

I acknowledge that the Activity may be undertaken with one or more other persons as part of a group and that the Provider is not liable for the actions of other participants in the group activity.

By signing below, I acknowledge, agree and understand that the risks associated with the Activities and/or recreational services have been explained to me. I undertake any such risk voluntarily and at my own risk.

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## Valley Park Riding School

86 O'Briens Lane

Templestowe, Vic, 3106

E: [info@valleyparkriding.com.au](mailto:info@valleyparkriding.com.au)

Valley Park Bookings - **0475 00 00 88**

I acknowledge that the risk warning above constitutes a “risk warning” in accordance with the *Civil Liability Act 2002* (NSW) and the *Civil Liability Act 2002* (WA).

### Participant's Warranties

I agree to abide by any of the Provider's rules, and any direction or instruction given to me by the Provider during the course of the Activities. I agree to use and/or wear any equipment given to me by the Provider.

I declare that I am medically and physically fit and able to participate in the Activities. I acknowledge that I must, and agree that I will, disclose any pre-existing medical or other condition, injury or concern that may affect the risk that either I or any other person will suffer injury, loss or damage during the course of the Activities and notify the Provider of any injuries, illness or concerns that may arise during the Activity. I will not engage in any reckless, negligent or foolish behaviour or any other behaviour that is likely to cause injury to me, any other participant or person.

I agree that if I suffer any injury or illness, the Provider may provide evacuation, first aid and/or medical treatment at my expense and that my acceptance of these terms and conditions constitutes my consent to such evacuation, first aid and/or medical treatment.

I declare that I have not consumed any alcohol or mind altering substance, or medication that may impact my judgement or physical capacity, before or at the time of engaging in the Activities.

### Exclusion of liability

I agree to and unconditionally release, waive, discharge and forever hold harmless, the Provider or any of its employees, agents, directors or officers, from any claims as a result of any personal injury sustained, whether caused by the Provider's negligent act or wilful act or omission, breach of contract, breach of statutory duty, error, or otherwise in connection with or arising out of the Activities.

I agree that the Provider will not be liable for any claims for personal injury that may be brought against it as a result of or in connection with any act, omission, default, failure or error on the part of the Provider, and agree to indemnify and keep indemnified the Provider in respect of any such claims.

### Waiver

It is possible for a supplier of recreational services to ask you to agree that the statutory guarantees under the *Australian Consumer Law* (which is schedule 2 to the *Competition and Consumer Act 2010* (Cth)) do not apply to you. If you sign this form, you will be agreeing that your rights (or the rights of a person for whom or on whose behalf you are acquiring the services) to sue the Provider in relation to the Provider's services or the activities that you undertake because the services or activities provided were not in accordance with the guarantees are excluded, restricted or modified as set out below.

You acknowledge and agree that the above provision operates to exclude the liability of the Provider as a result of a breach of an express or implied warranty that the recreational services will be rendered with reasonable care and skill in accordance with section 5J of the *Civil Liability Act 2002* (WA) and section 5N of the *Civil Liability Act 2002* (NSW).

### Warning under the Australian Consumer Law And Fair Trading Act 2012 (Vic)

Under the *Australian Consumer Law* (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you —

Are rendered with due care and skill; and

Are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and



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Might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the *Australian Consumer Law and Fair Trading Act 2012*, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the *Australian Consumer Law and Fair Trading Act 2012* if you are killed or injured because the services provided were not in accordance with these guarantees, 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. **Gross negligence**, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair Trading Regulations 2012 and section 22(3)(b) of the *Australian Consumer Law and Fair Trading Act 2012*.

### **Agreement to exclude, restrict or modify your rights:**

I agree that the liability of the Provider 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 excluded.

### **Declaration and Signature**

I have read carefully and understand this risk warning and waiver of liability and sign it freely and voluntarily without inducement of any kind.

Signature of participant: \_\_\_\_\_ Date: \_\_\_\_\_

Witness name (PRINT): \_\_\_\_\_

Witness signature: \_\_\_\_\_ 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.

Name of Legal Guardian (PRINT): \_\_\_\_\_

Signature of Legal Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Witness Name (PRINT): \_\_\_\_\_

Witness signature (PRINT): \_\_\_\_\_ Date: \_\_\_\_\_

<sup>1</sup>Provider includes the officers, employees, agents, contractors, franchisees and assigns of the Provider.

<sup>2</sup> Activities includes all activities and services ancillary to or associated with the named Activity, both before and after the Activity, including transportation to and from the location of the Activity whether provided by the Provider or not, briefings, inductions, training, and the provision of information in all manuals, safety guidelines and other documentation provided to or made available to the Participant with respect to the Activity, familiarisation with clothing or equipment and methods of operation of equipment and the wearing and removal of any clothing or equipment associated with the Activity. Unless otherwise specified, a reference to an Activity is a reference to a recreational service or a recreational activity as defined in relevant legislation referred to herein.



### Confidential Riding Application and Medical History Form



Riders name:

☐

Over 18

(Check Box)

Contact

Numbers:

Age:

(if under 18)

I am applying to ride with

I agree to the following:

- ☐ I will only ride the horse in a safe and controlled manner
- ☐ I will wear an Australian Standard Approved helmet and the correct footwear at all times
- ☐ I will read and follow all signs on the property and follow all instructions
- ☐ The Instructor/Guide may cancel my ride without refunding any fee if I do not comply with any of these terms and conditions

Riding experience

☐ The number of times the rider has ridden in the last 12 months

☐ Indicate below the number of times the rider has ridden in total

<input type="checkbox"/> 0 - 10	<input type="checkbox"/> 10 - 20	<input type="checkbox"/> 20 - 50	<input type="checkbox"/> 50 - 100	<input type="checkbox"/> 100 +
Little experience	Some experience	Average experience	Experienced	Very experienced

In the case of any emergency the following information is intended to assist:

**Name and telephone numbers of contact people.** \*\* Legal guardian details must be provided if rider is under 18 years of age

Emergency contact name	Relationship with rider	Mobile	Home	Work

Are there any learning difficulties that need to be discussed, so the Instructors/Guides are able to accommodate accordingly?

Please describe:

**Do you (or your child) suffer from any of the following?**

☐

NO (Please tick if applicable)

**Please tick:** Any pre-existing medical or other condition that may affect or risk other persons or myself.

<input type="checkbox"/> Asthma	<input type="checkbox"/> Diabetes	<input type="checkbox"/> Epilepsy / Fits	<input type="checkbox"/> Fainting	<input type="checkbox"/> Blackouts	<input type="checkbox"/> Disability	<input type="checkbox"/> Back injury
<input type="checkbox"/> Heart Condition	<input type="checkbox"/> Blood Condition	<input type="checkbox"/> Pregnancy	<input type="checkbox"/> Dizziness	<input type="checkbox"/> Migraines	<input type="checkbox"/> Uneven Pupils	<input type="checkbox"/> Medications
<input type="checkbox"/> Allergic Reactions	<input type="checkbox"/> Recent injury	Other (describe)				

#### Allergies

Please describe allergy and reaction

#### Tetanus Immunisation

It is particularly important that people dealing with horses are immunised against tetanus. Tetanus is normally given at five years of age as Triple antigen or CDT and at fifteen years of age as ADT. Year of last tetanus immunisation

#### Medication

Is it necessary for you or your child to carry their own medication at all times?

☐

Name of drug:

Frequency:

Dosage:

#### Consent To Medical Attention

I authorise the instructor in charge to administer first aid and call an ambulance. I agree to bear any cost thereby incurred.

Signature of Rider

Signature of Legal Guardian (if participant is U/18)

Date:

#### Privacy Statement – Privacy Act 1998

By completing this form you are supplying the Provider with personal information about yourself. This information is needed to ensure your safety during your time with us. The Provider is required to collect this information by our insurance company and by the department of Workplace Health and Safety.

This information you provide will not be supplied to any other organisation or used for any other purpose than that which is stated above