

Valley Park Riding School 86 O'Briens Lane Templestowe, Vic, 3106 E: info@valleyparkriding.com.au Valley Park Bookings - **0475 00 00 88**

HOLIDAY PROGRAM BOOKING FORM

RIDER NAME:
DATE OF BIRTH: cm WEIGHT:kg
PARENT'S NAME:
PARENT'S PHONE/ MOBILE:
EMAIL:
SECONDARY EMERGENCY CONTACT:
RELATIONSHIP TO RIDER:CONTACT #
RIDER ALLERGIES / MEDICAL CONDITIONS:
Does the rider suffer from known allergies / medical conditions? YES / NO (circle) If YES, please describe the treatment required in an emergency:
We ask all parents when packing lunches/snacks to follow regular school protocols re peanuts and other allergens PLEASE PROVIDE US WITH DETAILS OF YOUR RIDING EXPERIENCE:
We accommodate all riders, from complete beginners to intermediate riders. In order to match up the ride with the most appropriate pony/horse, we need to know a little more about your riding experience.
Are you a complete beginner? (ie never ridden before) Yes / No
2. If you have ridden, how long have you ridden for?hours or years
3. Tick relevant boxes - Rider can □ Walk □ Rising Trot □ Canter □ Jump small jumps
DO YOU WANT TO BE IN THE SAME GROUP AS A FRIEND? Yes / No



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HOLIDAY PROGRAM - Tick the day/s you would like to book. Each day is set at \$180.

Programs run from 10.00am – 4.00pm

All dates subject to availability - minimum and maximum numbers are set

Week 1	NOT RUNNING	Tues 6 th April	Wed 7 th April	Thurs 8 th April	Fri 9 th April
Week 2	Mon 12 th April	Tues 13 th April	Wed 14 th April	Thurs 15 th April	Fri 16 th Apri

FARM EXPERIENCE – please tick the day/s and time/s that you wish to attend. Please note the farm experience attracts an additional charge of \$45 per morning session and \$25 per afternoon session.

Farm experience is 8.00am - 10.00am (morning session) and/or 3.00pm-4.00pm (afternoon session).

All dates subject to availability - minimum and maximum numbers are set.

		Tues 6 ^{tl}	April	Wed 7	th April	Thurs 8 ^t	^h April	Fri 9 th	April
Week 1	NOT RUNNING	AM	0	AM	0	AM	0	AM	0
		PM	0	PM	0	PM	0	PM	0
	Mon 12 th April	Tues 13	th April	Wed 14	I th April	Thurs 15	th April	Fri 16 th	April
Week 2	AM O	AM	0	AM	0	AM	0	AM	0
	PM O	PM	0	PM	0	PM	0	PM	0

HP Booking April 2021



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CANCELLATION POLICY

There is a strict cancellation policy for holiday program bookings.

- 1. Payment in full is required within 48 hours of booking confirmation.
- 2. If a cancellation is received in writing (via email) more than 7 days before the day of the holiday program booking, no cancellation fee is charged, and a full refund is given or credit offered.
- 3. If the Holiday program booking is cancelled less than 7 days in advance or the rider is a 'no show' 100% of the booking cost will be forfeited unless a medical certificate can be provided (in which case only 50% of the fee will be forfeited).

If the weather deteriorates during the course of the day, VPRS reserves the right to deliver theory and/or play fun and games indoors in lieu of riding if it is deemed unsafe to ride. Riding takes place in the rain; it is generally only severe storms which will impact whether or not riding takes place.

Any changes to holiday program bookings must be made via email to info@valleyparkriding.com.au

Ensure you have read the cancellation policy detailed above and sign below

By signing this consent form you acknowledge that you understand <u>OUR POLICIES.</u> VPRS has a strict cancellation policy. Please familiarise yourself with our policies at our website at <u>www.valleyparkriding.com.au</u>. To review the Terms and Conditions, click on 'More Info', then 'Terms and Conditions'.

☐ Tick this box should you wish to OPT OUT of your/your child's image being used in marketing and promotional material for VPRS. This may include, but is
not limited to Facebook, Instagram, VPRS website, email promotions and printed material. Should this box remain UNTICKED, we understand that we have your consent to use your/your child's image.

Please scan and email back the completed Holiday Program Sheet to info@valleyparkriding.com.au

Signed: Date:

Holiday Program fees payable within 48 hours of booking confirmation.

Please DO NOT make payment until you have received a booking confirmation email.

HP Booking April 2021

updated 22/02/2021

Risk Warning and Waiver of Liability

Name of Provider ¹	Valley Park Riding School Pty Ltd		
Address of Provider	88-86 Obriens Lane, Templestowe	State: VIC	Postcode: 3106
Name of Participant:			
Address of Participant:		State:	Postcode:
Email:		DOB:	· · · · · · · · · · · · · · · · · · ·
	egal rights and obligations. Please read these carefull e, these documents must be completed by a parent or		lly understand their contents. For

Description of Activities2:

Horse riding lessons, pony rides, birthday parties, holiday programs, clinics, photo shoots, 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.

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.

Provider includes the officers, employees, agents, contractors, franchisees and assigns of the Provider.

¹ 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, familarisation 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.

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 quarantees 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
- 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

Witness signature (PRINT):

I have read carefully and understand this risk warning and waiver of liability and sign kind.	it feely and voluntarily without inducement of any
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 Participar above and consent to his/her release as provided above. I release and agree to inden all liabilities arising from my minor child's involvement or participation in the Activities a negligence of the Provider.	nnify and hold harmless the Provider from any and
Name of Legal Guardian (PRINT):	-
Signature of Legal Guardian:	Date:
Witness Name (PRINT):	-

Date:



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Privacy Statement - Privacy Act 1998

Date: