Risk Warning and Waiver of Liability (Parents and Guardians)

Name of Provider[1]	Hills and Hollows Ponies		
Address of Provider	330 Montpelier Drive, The Oaks	State:	NSW Postcode:2570

Name of Participant			
Address of Participant		State:	Postcode:

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[2]:

Horse Riding including all flat work and small jumping to 15cm, grooming, horse care, leading horses and trails as part of a lesson, taking part in theory, horsemanship and stable and show craft.

Risk Warning: I am aware that by 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

*Failure of equipment or use of inadequate equipment.

*There may be no or inadequate facilities for treatment or transport to treatment if injured.

*The conditions in which the activities are conducted may vary without warning.

*Injury to other persons by the participant and/or other persons may cause injury to the participant.

*The participant may be injured or die due to the negligence, breach of contract or 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, I acknowledge, agree and understand that the risks associated with the Activities and/or recreational services have been explained to me and to the participant. I undertake any such risk voluntarily and at my own risk on behalf of the participant. I acknowledge that the risk warning above constitutes a *"risk warning"* in accordance with the *Civil Liability Act 2002* (NSW).

Participant's Warranties The participant agrees to abide by any of the Provider's rules, and any direction or instruction given to me by the Provider during the Activities. The participant agrees to use and/or wear any equipment given to me by the Provider.

I declare that the participant is 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

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

[2] 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.

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 the participant has 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 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.

For New South Wales and Commonwealth By signing this form, you agree that the liability of the Provider in relation to the activities (as defined by the *Competition and Consumer Act 2010* (Cth), the *Consumer Affairs and Fair Trading Act* (NT) and the *Australian Consumer Law*) and recreational activities (as defined by the *Civil Liability Act 2002* (NSW) and the *Civil Liability Act 2002* (WA)) for any:

1.1 Deaths;

1.2 Physical or mental injuries (including the aggravation, acceleration or recurrence of such an injury);

1.3 The contraction, aggravation or acceleration of a disease;

1.4 The coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual:

(i) That is or may be harmful or disadvantageous to you or the community; or (ii) That may result in harm or disadvantage to you or community;

That may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) resulting from the supply of the recreational services or recreational activities is excluded.

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).

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:

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.

Signature of Legal Guardian: _____ Date: _____

Name (Print): _____

Signature of Witness _____ Date: _____