

**ADULT RIDER -- RISK WARNING -- WAIVER OF LIABILITY**  
**Note – our cross country fences are not pinned to the ground and there may be additional risk**

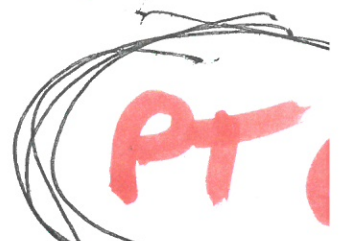
I \_\_\_\_\_ (Name) by requesting to participate in the Activities provided by the Equestrian Centre, I acknowledge and agree that I am responsible for my own safety. I acknowledge that it is for me to decide whether to participate in the Activities, and I acknowledge that if I decide to participate in the Activities, it is because I believe that I am competent to participate and I voluntarily accept and assume all risks associated with my participation.

I acknowledge and agree that nothing done by the Indemnified Entities or Indemnified Persons can reduce my responsibility for myself and my safety.

In signing this Waiver, I acknowledge and agree that:

- there are significant risks associated with being around horses and participating in the Activities which include but are not limited to the following:
  - HORSE RIDING AND THE ACTIVITIES ARE VERY RISKY AND A DANGEROUS RECREATIONAL ACTIVITY
  - horses are living animals and each horse has a different nature and temperament, which means that horses may act unpredictably at any time without warning and I acknowledge that no warranty or undertaking is given about the suitability of the horse for myself or the appropriateness of the horse for riding by me;
  - a horse may behave in such a way that causes injury, loss, damage, disability or death to a rider or person in the vicinity of the horse;
  - horses may collide with other horses or objects or fall or stumble which may cause injury, loss, damage, disability or death;
  - equipment provided to a rider may fail which may cause injury, loss, damage, disability or death and I acknowledge that no warranty or undertaking is given about the suitability, maintenance or safety of any equipment;
  - other riders or individuals may behave unsafely at the Property, including but not limited to uncontrolled riding or galloping or jumping with or without being accompanied by an instructor, which may cause injury, loss, damage, disability or death;
  - risks and hazards that arise from the condition of the Property, including but not limited to risks and hazards that exist as a result of the Indemnified Entities and Indemnified Persons failing to take steps to rectify or reduce hazards at the Property;
- the cross country fences are not pinned or secured to the ground in any way and I will evaluate for myself whether I wish to jump such fences as I acknowledge this may lead to greater risk
- the Indemnified Entities and Indemnified Persons make no warranty of any kind, express or implied, as to the nature, habits, suitability or disposition of any horse supplied for participation in the Activities or any horse at the Property;
- the Indemnified Entities and Indemnified Persons make no warranty of any kind, express or implied, as to the quality, strength or safety of the cross country jumps or the cross country course at the Property
- the Equestrian Centre and the Indemnified Entities and Indemnified Persons are in no way responsible nor make any warranty of any kind, express or implied, as to the suitability or safety of the equipment used by Me or of the suitability or safety of any riding areas used to participate in the Activities;
- I am responsible for correctly adjusting all equipment that I use, prior to and during the Activities, including but not limited to all harnesses, saddles, helmets and stirrups, even in circumstances where I may request assistance from an instructor prior to or during a ride;
- I am responsible for maintaining control of the horse that I ride during the Activities; I will ride a horse in a safe and controlled manner, and I will not ride or gallop in a fast or uncontrolled manner;
- I am aware of and accept all of the risks associated with the Activities and participate entirely at my own risk;
- to the extent permitted by law, the Indemnified Entities and Indemnified Persons shall not be liable for any loss or damage, harm, injury, including disability or death, that I may suffer, arising out of, or in any way connected with my participation in the Activities, including (without limitation) due to negligent acts or omissions or misconduct or breach of any statutory or other duty of care or implied guarantee (where applicable):
  - by me during my participation in the Activities;
  - by other participants in the Activities;
  - by a person who is not a director, officer, employee, volunteer, contractor, representative, agent or visitor of the Indemnified Entities;
  - by the Indemnified Entities or Indemnified Persons;

X \_\_\_\_\_





- to the extent permitted by law, I release the Indemnified Entities and Indemnified Persons from any and all Claims arising out of, or in any way connected with my participation in the Activities which may but for this release be brought, maintained or recovered by me, including (without limitation) due to negligent acts or omissions or misconduct or breach of any statutory or other duty of care or implied guarantee (where applicable):
  - by me during my participation in the Activities;
  - by other participants in the Activities;
  - by a person who is not a director, officer, employee, volunteer, contractor, representative, agent or visitor of the Indemnified Entities;
  - by the Indemnified Entities or Indemnified Persons;
- to the extent permitted by law, (notwithstanding the exclusion of liability and release that I have freely given), I will indemnify and keep indemnified the Indemnified Entities and Indemnified Persons against liability for, loss or damage, harm, injury, including disability or death, that I may suffer or Claims that I may bring arising out of, or in any way connected with my participation in the Activities, including (without limitation) due to negligent acts or omissions or misconduct or breach of any statutory or other duty of care or implied guarantee (where applicable):
  - by me during my participation in the Activities;
  - by other participants in the Activities;
  - by a person who is not a director, employee, volunteer, contractor, representative, agent or visitor of the Indemnified Entities;
  - by the Indemnified Entities or Indemnified Persons;
- to the extent permitted by law, notwithstanding the exclusion of liability and release that I have freely given, I will indemnify and keep indemnified the Indemnified Entities and Indemnified Persons against liability for, loss or damage, harm, injury, including disability or death, that may be suffered by any person or Claims that may be brought by any person, arising out of, or in any way connected with my conduct during my participation in the Activities, including (without limitation) due to my negligent acts or omissions or misconduct;
- in the event of accident, injury or illness, I consent to Equestrian Centre and persons engaged by Equestrian Centre obtaining all such medical assistance and treatments for me as are considered appropriate, and I accept responsibility for the payment of any fees and expenses incurred for these purposes;
- I will report all accidents or injuries to persons or damage to property or loss of equipment to the Equestrian Centre office manager before leaving the Property. If this is not possible due to injury or otherwise then I will report the injury, damage or loss in writing to the Equestrian Centre within 7 days of the accident Equestrian Centre of the injury, damage or loss. I acknowledge and agree that if written notice of the accident or injury is not provided in writing to the Equestrian Centre, within 7 days of the accident or injury occurring, then we forgo and waive any claim or potential claim we may have had arising from the accident or injury, against the Indemnified Entities or Indemnified Persons
- any provision of this Waiver which is invalid will be read down to the minimum extent necessary to achieve its validity, if applicable, and be severed from this Waiver in any other case, without invalidating or affecting the remaining provisions of this Waiver or the validity of the remainder of that provision, if applicable.

Definitions of terms used in this Waiver:

**Activities** means all activities which take place at the Property including but not limited to horse riding, handling horses, picking manures, grooming, general stable duties and associated activities, and may include such activities conducted elsewhere by the Equestrian Centre.

**Claims** means all liabilities, actions, suits, proceedings, claims, demands, costs, losses, damages and expenses.

**Equestrian Centre** means the Showgrounds Equestrian Centre located at Royal Showgrounds Graylands Rd Claremont or the Oakford Equestrian Centre located at 434 Kargotich Rd Oakford Western Australia (as the case may be)

**Indemnified Entities** includes Equestrian Centre, Zenper Pty Ltd and Michael Dagostino.

**Indemnified Persons** includes all directors, officers, employees, volunteers, contractors, representatives, agents and visitors of the Indemnified Entities.

**Oakford Equestrian Centre** means Zenper Pty Ltd trading as Oakford Equestrian Centre

**Property** means the land means the land located at Royal Showgrounds Graylands Rd Claremont or Lot 208 Kargotich Rd and Lots 400 and 401 Abernethy Rd Oakford Western Australia (as the case may be) and any buildings, fences, structures or fixtures at the Property.

**Showgrounds Equestrian Centre** means Zenper Pty Ltd trading as Showgrounds Equestrian Centre

I have read, understood and accept the terms of this Risk Warning and Waiver of Liability including the exclusion of liability, release of Claims, assumption of risk and indemnity. I acknowledge that this Risk Warning and Waiver of Liability shall be effective and binding, on me and my executors and assigns and continue in effect after my participation in the Activities.

.....

Name

Signed

Date



## Child Waiver - RISK WARNING – WAIVER OF LIABILITY

**At Oakford - Note – our cross country fences are not pinned to the ground and there may be additional risk**

### CHILD'S NAME


By allowing the Child to participate in the Activities provided by the Equestrian Centre, I, for and on behalf of the Child, acknowledge and agree that I am responsible for the Child's safety. I acknowledge that it is for me to decide whether the Child will participate in the Activities, and I acknowledge that if I decide that the Child will participate in the Activities, it is because I believe that the Child is competent to participate, and on behalf of the Child I voluntarily accept and assume all risks associated with the Child's participation.

For and on behalf of the Child, I acknowledge and agree that nothing done by the Indemnified Entities or Indemnified Persons can reduce my or the Child's responsibility for the Child and the Child's safety.

In signing this Waiver, for and on behalf of the Child, I acknowledge and agree that:

- there are significant risks associated with being around horses and participating in the Activities which include but are not limited to the following;
  - HORSE RIDING AND THE ACTIVITIES ARE VERY RISKY AND A DANGEROUS RECREATIONAL ACTIVITY
  - horses are living animals and each horse has a different nature and temperament, which means that horses may act unpredictably at any time without warning and I acknowledge that no warranty or undertaking is given about the suitability of the horse for the Child or the appropriateness of the horse for riding by the Child;
  - a horse may behave in such a way that causes injury, loss, damage, disability or death to a rider or person in the vicinity of the horse;
  - horses may collide with other horses or objects or fall or stumble which may cause injury, loss, damage, disability or death;
  - equipment provided to a rider may fail which may cause injury, loss, damage, disability or death and I acknowledge that no warranty or undertaking is given about the suitability, maintenance or safety of any equipment;
  - other riders or individuals may behave unsafely at the Property, including but not limited to uncontrolled riding or galloping or jumping with or without being accompanied by an instructor, which may cause injury, loss, damage, disability or death;
  - risks and hazards that arise from the condition of the Property, including but not limited to risks and hazards that exist as a result of the Indemnified Entities and Indemnified Persons failing to take steps to rectify or reduce hazards at the Property;
- the Indemnified Entities and Indemnified Persons make no warranty of any kind, express or implied, as to the nature, habits, suitability or disposition of any horse supplied for participation in the Activities or any horse at the Property;
- the cross country fences are not pinned or secured to the ground in any way and I will evaluate for myself whether I wish to jump such fences as I acknowledge this may lead to greater risk
- the Indemnified Entities and Indemnified Persons make no warranty of any kind, express or implied, as to the quality, strength or safety of the cross country jumps or the cross country course at the Property
- the Equestrian Centre and the Indemnified Entities and Indemnified Persons are in no way responsible nor make any warranty of any kind, express or implied, as to the suitability or safety of the equipment used by the Child, or of the suitability or safety of any riding areas used to participate in the Activities;
- the Equestrian Centre and the Indemnified Entities and Indemnified Persons are in no way responsible for adjusting all equipment that is used by the Child prior to and during the Activities, including but not limited to all harnesses, saddles, helmets and stirrups, even in circumstances where assistance is provided by an instructor prior to or during a ride;
- the Child understands that they are responsible for maintaining control of the horse that they ride during the Activities; and that they must ride the horses in a safe and controlled manner, and must not ride or gallop in a fast or uncontrolled manner;
- the Child understands that they are responsible for the safety of the horse that they ride during the Activities;
- the Child and I are aware of and accept all of the risks associated with the Activities and the Child participates entirely at the Child's own risk;
- to the extent permitted by law, the Indemnified Entities and Indemnified Persons shall not be liable for any loss or damage, harm, injury, including disability or death, that the Child or I may suffer, arising out of, or in any way connected with the Child's participation in the Activities, including (without limitation) due to negligent acts or omissions or misconduct or breach of any statutory or other duty of care or implied guarantee (where applicable):
  - by the Child during the Child's participation in the Activities;
  - by other participants in the Activities;
  - by a person who is not a director, officer, employee, volunteer, contractor, representative, agent or visitor of the Indemnified Entities;
  - by the Indemnified Entities or Indemnified Persons;

X

 PTO



- to the extent permitted by law, the Child and I release the Indemnified Entities and Indemnified Persons from any and all Claims arising out of, or in any way connected with the Child's participation in the Activities which may but for this release be brought, maintained or recovered by the Child or me, including (without limitation) due to negligent acts or omissions or misconduct or breach of any statutory or other duty of care or implied guarantee (where applicable):
  - by the Child during the Child's participation in the Activities;
  - by other participants in the Activities;
  - by a person who is not a director, officer, employee, volunteer, contractor, representative, agent or visitor of the Indemnified Entities;
  - by the Indemnified Entities or Indemnified Persons;
- to the extent permitted by law, notwithstanding the exclusion of liability and release that I have freely given on behalf of myself and the Child, the Child and I will indemnify and keep indemnified the Indemnified Entities and the Indemnified Persons against liability for loss or damage, harm, injury, including disability or death, that the Child or I may suffer or Claims that the Child or I may bring arising out of, or in any way connected with the Child's participation in the Activities, including (without limitation) due to negligent acts or omissions or misconduct or breach of any statutory or other duty of care or implied guarantee (where applicable):
  - by the Child during the Child's participation in the Activities;
  - by other participants in the Activities;
  - by a person who is not a director, officer, employee, volunteer, contractor, representative, agent or visitor of the Indemnified Entities;
  - by the Indemnified Entities or Indemnified Persons;
- to the extent permitted by law, (notwithstanding the exclusion of liability and release that I have freely given on behalf of myself and the Child), the Child and I will indemnify and keep indemnified the Indemnified Entities and the Indemnified Persons against liability for, ANY loss or damage, harm, injury, including disability or death, that may be suffered by any person or Claims that may be brought by any person, arising out of, or in any way connected with the Child's participation in the Activities, including (without limitation) due to negligent acts or omissions or misconduct by the Child or by me OR BY THE Horse being used by the Child.
- in the event of accident, injury or illness, the Child and I consent to the Equestrian Centre and persons engaged by the Equestrian Centre obtaining all such medical assistance and treatments for the Child as are considered appropriate, and on behalf of the Child I accept responsibility for the payment of any fees and expenses incurred for these purposes;
- the Child or I will report all accidents or injuries to persons or damage to property or loss of equipment to the Equestrian Centre office manager before leaving the Property. If this is not possible due to injury or otherwise then the Child or I will report the injury, damage or loss in writing to within 7 days of the accident to the Equestrian Centre of the injury, damage or loss. The Child and I acknowledge and agree that if written notice of the accident or injury is not provided in writing to the Equestrian Centre, within 7 days of the accident or injury occurring, then we forgo and waive any claim or potential claim we may have had arising from the accident or injury, against the Indemnified Entities or Indemnified Persons
- any provision of this Waiver which is invalid will be read down to the minimum extent necessary to achieve its validity, if applicable, and be severed from this Waiver in any other case, without invalidating or affecting the remaining provisions of this Waiver or the validity of the remainder of that provision, if applicable.

Definitions of terms used in this Waiver:

**Activities** means all activities which take place at the Property including but not limited to horse riding, handling horses, picking manures, grooming, general stable duties and associated activities, and may include such activities conducted elsewhere by the Equestrian Centre.

**Child** means the person under the age of 18 years named as the Child below.

**Claims** means all liabilities, actions, suits, proceedings, claims, demands, costs, losses, damages and expenses.

**Equestrian Centre** means the Showgrounds Equestrian Centre located at Royal Showgrounds Graylands Rd Claremont or the Oakford Equestrian Centre located at 434 Kargotich Rd Oakford Western Australia (as the case may be)

**Indemnified Entities** includes, Zenper Pty Ltd and Michael Dagostino.

**Indemnified Persons** includes all directors, officers, employees, volunteers, contractors, representatives, agents and visitors of the Indemnified Entities

**Oakford Equestrian Centre** means Zenper Pty Ltd trading as Oakford Equestrian Centre

**Property** means the land located at Royal Showgrounds Graylands Rd Claremont or Lot 208 Kargotich Rd and Lots 400 and 401 Abernethy Rd Oakford Western Australia (as the case may be) and any buildings, fences, structures or fixtures at the Property.

**Showgrounds Equestrian Centre** means Zenper Pty Ltd trading as Showgrounds Equestrian Centre

I \_\_\_\_\_ [name] of \_\_\_\_\_ [Address] am the parent

/guardian/responsible adult [choose one] of \_\_\_\_\_ [name of the Child]. I have read, understood and accept the terms of this risk warning and waiver of liability, including the exclusion of liability, release of Claims, assumption of risk and indemnity, and if appropriate have explained the terms of this Waiver and its obligations to the Child. On behalf of the Child myself and the Child's personal representatives, I acknowledge that this **Risk Warning and Waiver of Liability** shall be effective and binding, **on myself, the Child and the Child's executors and assigns** and continue in effect after the Child's participation in the Activities. I confirm that I have authority and can sign this form on behalf of the Child.

Signed ..... Date .....  
*I agree to pay for any damage the child or its horse causes to the Oakford jumps or the course*

