

CHILD RIDER -- RISK WARNING – WAIVER OF LIABILITY

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

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I acknowledge and agree that nothing done by the Indemnified Entities or Indemnified Persons can reduce my responsibility for the Child's 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 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 used by the Child;
 - 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 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;
- I am responsible for correctly adjusting all equipment that the Child is to use, prior to and during the Activities, including but not limited to all harnesses, saddles, helmets and stirrups, even in circumstances where the Child may request assistance from an instructor prior to or during a ride;
- the Child is responsible for maintaining control of the horse that the Child rides during the Activities;
- on behalf of the Child I acknowledge I am aware of and voluntarily accept all of the risks associated with the Activities and the Child participates entirely at their own risk and that the assumption of risk and warning herein constitutes a "risk warning" in accordance with the relevant legislation;
- 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 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 their 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;

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- to the extent permitted by law, I on behalf of the Child 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 me or the Child, 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'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 on behalf of the Child have freely given), I on behalf of the Child will indemnify and keep indemnified the Indemnified Entities and Indemnified Persons against liability for, loss or damage, harm, injury, including disability or death, that the Child may suffer or Claims that I or the Child 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 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 on behalf of the Child have freely given, I on behalf of the Child 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 the Child's conduct during the Child's participation in the Activities, including (without limitation) due to their negligent acts or omissions or misconduct;
- in the event of accident, injury or illness, I on behalf of the Child consent to Equestrian Centre and persons engaged by Equestrian Centre obtaining all such medical assistance and treatments for the Child as they consider appropriate, and I on behalf of the Child 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, injury, damage or loss. I on behalf of the Child acknowledge and agree that if written notice of the accident, injury, damage or loss is not provided in writing to the Equestrian Centre, within 7 days of the incident 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 child named below

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

Equestrian Centre means the Oakford Equestrian Centre located at 434 Kargotich Rd Oakford and/or the Showgrounds Equestrian Centre located at the Royal Showgrounds 1 Graylands Rd Claremont (as the case may be) and includes activities conducted elsewhere by the Equestrian Centre

Indemnified Entities includes Equestrian Centre, Gatowzen Pty Ltd Michael Dagostino and Royal Agricultural Society Inc.

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

Property means the 434 Kargotich Rd Oakford and/or the Royal Showgrounds 1 Graylands Rd Claremont (as the case may be)

I _____ am the parent /guardian or responsible adult for the Child

_____(name of child) and 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, the Child and the Child's executors and assigns and continue in effect after the Child's participation in the Activities.

..... SignedDate