

GYMKHANA ASSUMPTION OF RISK SIGNATURE FORM

NOTE: Section 74 of the Trade Practices Act ("the Act") implies a warranty of due care and skill into contracts for the supply of services to customers, as defined in the Act. To the extent that the warranty applies to any contract relevant to the Release and Waiver of Liability, it cannot be excluded.

Where the rider is 18 years of age or over this document shall be construed as if "the rider" were substituted for all references to both "the Parent" and the "Child".

1. The Parent/Guardian (hereinafter referred to as "the Parent") must disclose, and hereby warrants that they have disclosed on the reverse hereof, any medical or other condition which a reasonable person might expect to affect the risk that either the Child/Minor (hereinafter referred to as the "Child") or any other person will suffer injury, loss or damage arising from or connected with the equestrian activities conducted by the proprietor whether at or from Yarrada Farm or elsewhere ("the activities").
2. The Parent acknowledges that Sheryl Parkes ("the Proprietor") relies on the information provided and the warranties given by the Parent, and the Parent states that all such information and warranties is and are true, accurate and complete.
3. The Parent acknowledges that horse riding is an inherently dangerous activity. The Parent recognises that there are risks associated with the activities, some of which include: the unpredictable nature of animal behaviour no matter how well-trained the animal may be, the fact that the activities are conducted in group session and that the Child will not receive one-on-one supervision, the remoteness of the areas in which the activities take place; sudden or unexpected changes in the weather; physical exertion for which the Child may not be prepared; and difficulties in evacuation if the Child becomes injured or disabled.
4. The Parent understands and has explained to the Child the risks and dangers associated with the consumption of alcohol or any mind-altering substance before or during the activities, especially when in the presence of animals, and the Parent accepts full responsibility for injury, loss or damage arising out of or associated with the consumption of alcohol or any other mind-altering substance by the Child.
5. The Parent agrees with the Proprietor that the Parent and the Child and each of them will obey and strictly comply with all rules and directions given by the Proprietor whilst the Child is on the Proprietor's premises the activities. In particular, the Child has been advised to wear an approved helmet at all times during a ride. If a Child fails to comply with the Proprietor's rules and/or direction, the Child will not be permitted to participate, or continue to participate, in the activities and no refund will be given.
6. The Parent accepts responsibility for and indemnifies the Proprietor against all risks of injury, death, loss or damage suffered by the Parent and /or the Child howsoever arising associated with the activities (including without limitation those arising by or through the negligence of the Proprietor its employees or contractors).
7. The Parent further agrees to indemnify the Proprietor against all claims by any person against the Proprietor in respect of any injury, loss or damage arising out of or in connection with the Child's failure to comply with the Proprietor's rules and/or directions.
8. The Parent agrees and acknowledges that, to the fullest extent permitted by law, the Proprietor shall not be liable for any injury, loss or damage suffered by the Child or by any person arising from or in connection with the Child's participation in the activities, whether such injury, loss or damage was caused directly or indirectly by the negligence of the Proprietor or otherwise, or by the Proprietor's employees or agents, and the Parent on behalf of the Parent and the Child hereby releases the Proprietor from all such claims, and indemnifies the Proprietor against all claims made by or on behalf of any person in respect of the activities.
9. The Parent acknowledges and agrees that, to the fullest extent permitted by law, all warranties, covenants and stipulations given by or implied on behalf of the Proprietor are hereby excluded.
10. All accidents, injuries, loss or damage must be immediately reported by the Child or the Parent to the Proprietor and in any event before the conclusion of the activities.
11. If the Child suffers any injury or illness during the activities, the Parent agrees that the Proprietor may provide, at the Parent's expense, such evacuation, first aid and medical treatment as the Proprietor shall in its absolute discretion reasonably consider to be necessary, and the Parent by accepting these terms and conditions, hereby expressly consents on behalf of the Parent and the Child to such evacuation, first aid and/or medical treatment.
12. I acknowledge that I have read this assumption of risk signature form and that I have been given the opportunity to discuss it with the Proprietor. I fully understand its terms and acknowledge that I have given up substantial rights by signing it. I signed the document freely and voluntarily without any inducement made to me and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

In signing this form you agree to this form being valid for 12 months from the date of signing.

Full Name of Rider: _____

Date of Birth: _____

Parent/Guardian Name: _____

Phone Number: _____

SIGNED: _____

Date: _____