



RISK WARNING AND INSTRUCTOR WAIVER

I, (full name) of
(address) may
seek horse riding and handling instruction from Toni Lennard and/or other
coaches or instructors employed or invited by Rubicon Point Pty Ltd from time
to time, on premises at the Whitethorn Academy facility at 346 Maitland Vale

Road, Maitland Vale or at other locations.

I understand and acknowledge all these risks:

Riding and being around horses are inherently dangerous activities. I will be voluntarily participating or involved in such activities, with full knowledge of the danger involved.

SERIOUS, PERMANENT BODILY INJURY, DISABILITY OR DEATH OF MYSELF, AND PERSONS ACCOMPANYING ME, MAY RESULT FROM HANDLING, RIDING OR BEING IN THE VICINITY OF HORSES.

Horses are powerful, easily frightened, unpredictable animals. No riding horse is a completely safe horse. Every riding environment contains elements that will frighten horses from time to time. No environment that includes horses is a completely safe environment, even for non-riders.

If a horse is startled, frightened or provoked, it may divert from its training and act according to its natural survival instincts.

All horses, even when they are well trained and in an ideal environment, may buck, rear, stop short, change direction or speed at will, shy, spook, shift their weight, kick, strike, bite, bolt, run backwards or sideways, fail to respond to commands, run into objects, stumble, fall and run from perceived danger – all without warning and without apparent cause or in response to normal parts of the environment, such as wind, sounds, movement of people, cars, bikes, other animals, normal variations on terrain or inanimate objects.

The inherent risks include loss of control of the horse, falling or being thrown off, being stepped on or head butted, collisions with gates, fences, walls, trees, horses or other obstacles, being hung up or entangled in stirrups, reins or other gear, and floating/transporting accidents.

Tack may break and girths become loose.

While I am riding or in the vicinity of a horse I may encounter dangers due to hazards which are an inevitable part of a normal environment, including terrain, creeks, rivers, water, weather, cliffs, obstacles both natural and man-made, traffic, bees and insects, wild and domestic animals. Any of these may cause the horse to be startled, become frightened or provoked, cause it to lose its footing or behave in an unpredictable manner.

I, or any person accompanying me, may suffer allergic reactions to dust, insects, animals or vegetation.

Property belonging to me, or others, may be damaged while I am riding or in the vicinity of a horse.

AGREEMENT

1. I agree to comply with and obey all rules and directions made or given by the instructor. I will inform the instructor if I am afraid or apprehensive of a situation or horse or direction given or any horse riding/handling exercise.

2. I agree to ensure that I am not under the influence of alcohol or any illegal drug when I enter the premises and during instruction. I agree to inform the instructor if at any time I am suffering from illness, injury or condition that may compromise my ability to comply with instructions or my ability to ride or to handle horses. I should inform the instructor if I am pregnant.

3. If I, or an accompanying person, should be incapacitated as a result of an injury, I permit the instructor to obtain reasonable and necessary medical attention, including the use of an ambulance, and I agree to be liable for all the costs incurred.

4. To the full extent permitted by law, I hereby release Toni Lennard, Rubicon Point Pty Ltd and Whitethorn Academy and all employees, servants or agents associated with her by blood or marriage ("the Releasees") from all claims, demands, actions, suits and proceedings in respect of the death, injury, disability, illness, disease, financial loss, property loss or damage, or other harm suffered by me or an accompanying person arising by reason of any breach of contract, negligence or other tortious or actionable act or omission on the part of the Releasees, regardless of how such death, injury, disability, illness, disease, financial loss, property loss or damage, or other harm suffered may be occasioned, including any negligent act or omission on the part of the Releasees.

5. To the full extent permitted by law, I agree to indemnify, defend and hold harmless the Releasees from all claims, demands, action, suits or proceedings whatsoever, existing or arising later, which may be brought, made or prosecuted against them by any person or persons, whether based on alleged breach of contract, negligence or otherwise, in respect of death, injury, disability, illness, disease, financial loss, property loss or damage, or other harm suffered by myself or an accompanying person, and against all costs, damages and expenses which may be incurred by the Releasees in defending or settling such claims, demands, action, suits or proceedings.

6. I agree that the terms of this document shall bind me and my heirs, executors, administrators and assigns.

BY SIGNING I CONFIRM THAT I HAVE READ AND UNDERSTOOD THE CONTENTS OF THE RELEASE AND INDEMNITIES CONTAINED IN THIS DOCUMENT.

..... SIGNATURE

FULL NAME: (please print)

SIGNATURE OF WITNESS:

NAME OF WITNESS: (please print)

DATE: