



## **RISK WARNING & INSTRUCTOR WAIVER**

### **For Participants requiring a parent or guardian to sign**

(Full name of participant) ..... of (address)

..... may seek horse riding and horse handling instruction from Toni Lennard and/or other coaches 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.

#### **On his/her behalf, I/we understand and acknowledge all these risks:**

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

**SERIOUS, PERMANENT BODILY INJURY, DISABILITY OR DEATH 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, 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 he/she is riding or is in the vicinity of a horse, he/she 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.

He or she or any accompanying person, may suffer allergic reactions to dust, insects, animals or vegetation.

Property belonging to him or her, or others, may be damaged while riding or in the vicinity of a horse.

**AGREEMENT**

1. We agree to comply with and obey all rules and directions made or given by the instructor. The rider will inform the instructor if he or she is afraid or apprehensive of a situation or horse or direction given or any horse riding/handling exercise.
2. We agree to ensure that the rider is not under the influence of alcohol or any illegal drug when we enter the premises and during instruction. We agree to inform the instructor if at any time the rider is suffering from illness, injury or condition that may compromise his or her ability to comply with instructions or their ability to ride or to handle horses.
3. If the rider or an accompanying person should be incapacitated as a result of an injury, we authorise the instructor to obtain reasonable and necessary medical attention, including the use of an ambulance, and we agree to be liable for all the costs incurred.
4. To the full extent permitted by law, we 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, we 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. We agree that the terms of this document shall bind me and my heirs, executors, administrators and assigns.

**Effect of this Document**

This is to certify that I, as a parent or guardian with legal responsibility for this participant, acknowledge, understand and accept all of the above and consent and agree to his/her release as provided above of the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities arising from my minor child's involvement or participation in horse activities even if arising from the negligence of the Releasees.

Signature of parent/guardian \_\_\_\_\_

Name (please print) \_\_\_\_\_

Dated \_\_\_/\_\_\_/\_\_\_