



Waiver Agreement to Carlisle Lodge

WAIVER, RIDING AGREEMENT AND EXCLUSION OF CERTAIN RIGHTS TO SUE

WARNING: Under the provisions of the Australian Consumer Law (ACL) several conditions are implied into contracts for the supply of certain goods and services. These conditions mean that the Centre named on this form is required to ensure that the recreational services it supplies to you are:

- rendered with due care and skill; and
- as fit for the purpose for which they are commonly bought as it is reasonable to expect in the circumstances; and
- reasonably fit for any particular purpose or might reasonably be expected to achieve any result you have made known to the Centre (Carlisle Lodge).

The Centre is entitled to ask you to agree that these conditions do not apply to you. If you sign this form, you will be agreeing that your rights to sue the Centre under the Australian Consumer Law (ACL) if you are killed or injured because the services were not rendered with due care and skill or they were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in this form

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the Centre's part. "Gross negligence" is defined in the Fair Trading (Recreational Services) Regulations 2004.

ACKNOWLEDGMENTS

- 1 Horse riding involves a significant degree of physical exertion and physical risk and is undertaken for the purpose of recreation, enjoyment and leisure.
- 2 I engage in horse riding entirely at my own risk and accept that horse riding is a dangerous activity with many inherent risks.
- 3 I accept that I am responsible for my own actions and the actions of those people in my care and control.
- 4 A reference to 'the Centre' in this contract includes Carlisle Lodge, and the property owners Bernard. and Susan. Croese ,
- 5 The services provided by the Centre are 'recreational services' for the purposes of the Australian Consumer Law (ACL) 2011.
- 6 The Centre does not make any warranty concerning the nature, habits and disposition of any horse supplied by it.
- 7 This riding agreement contract is valid from the date of signing until revoked.

TERMS AND CONDITIONS OF RIDING

I will waive my rights

- 8 I will not bring any claim, demand, action or suit against the Centre in relation to personal injury or death, and also any loss, injury or damage I sustain as a direct or indirect result of horse riding organised by the centre. This waiver applies irrespective of any liability, fault or negligence of the Centre.

I will indemnify the Centre

- 9 I will indemnify the Centre against any claim, demand, action or suit brought by third parties (including a child for whom I have responsibility) in relation to any personal injury or death, and also any loss, injury or damage which is a direct or indirect result of horse riding pursuant to this agreement. This indemnity applies irrespective of any liability, fault or negligence of the Centre.

I will ride safely

- 10 I will only ride the horse in a safe and controlled manner.

11 I will wear an Australian Standard Approved helmet and the correct footwear at all times.

I will read and follow instructions



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12 I will read and follow all signs on the Centre’s property and follow all the Centre’s instructions.

I will accept and pay for assistance

13 I consent to being evacuated and to the provision of first aid and medical treatment if I am injured or become ill. I agree to pay for any such evacuation or provision of first aid or medical treatment.

The Centre may cancel my ride

14 The Centre may cancel my ride without refunding any fee if I do not comply with any of these terms and conditions.

I will disclose

15 Any pre-existing medical or other condition that may affect or risk other persons or myself. (please circle) Asthma, Diabetes, Epilepsy / Fits, Fainting / Dizziness, Blackouts / Migraines, Disability, Heart / Blood Condition, Allergic Reactions, Pregnancy, Uneven Pupils, Recent Injuries, Medications,

AGREEMENTS:

By signing this agreement I understand that I and my dependants waive our rights to sue

1 The rider’s agreement

I have read, understood and agree to the acknowledgements, terms and conditions.

Full Name:.....Age Under 18 Yes complete 2 No

Address:.....

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Riding Experience:.....

I have a pre-existing medical or other condition that may affect or risk other persons or myself , Yes or No

List condition if Yes

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Signature:Date:.....Phone:.....

Emergency Contact:.....Phone.....

2The parent or guardian’s agreement

I am the rider’s parent or guardian and I have read and understood the acknowledgements, terms and conditions.

I agree for the rider to be bound by them.

Full

Name:.....Signature:.....Date.....

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3. Management Safety Walk Around Induction

I have confirmed understanding of the agreement and carried out a walk around safety induction of facilities.

Full Name:.....

Signature.....

Date.....