



Warrego Warmblood Stud
"Quality Horsemanship"

ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Between: Robert Goodwin t/as Warrego Warmblood Stud ABN 17 232 479 740

And

Name of Client:.....

Home Address:.....

State:..... Postcode:..... Telephone:.....

Mobile:..... Email address:.....

All Agistees and Riders must:

- Wear EA approved horse riding helmets whenever mounted and correct footwear;
- Only one horse may be ridden/lead at a time;
- Ride the horse in a safe and controlled manner;
- Dogs are to be kept under control at all times;
- Smoking is prohibited within any building and discouraged throughout the property;
- Horses must not be ridden in/around the buildings;
- When saddling or grooming horses , the area must be cleaned when vacated;
- Read and follow all signs on the property and follow all Warrego Warmblood Stud instructions;
- Hereby agree to give their consent to being evacuated and to the provision of first aid and medical treatment if injured or becoming ill;
- Agree to pay for any such evacuation or provision of first aid or medical treatment;
- Disclose any pre-existing medical or other condition that may affect or risk other persons or themselves:

Please circle:

Asthma, Diabetes, Epilepsy / Fits, Fainting / Dizziness, Blackouts, Migraines, Disability, Heart / Blood condition, Allergic Reactions, Pregnancy, Uneven Pupils, Recent Injuries, Medications, Other:.....

ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

I, hereby expressly acknowledge that as a precondition to my agisting at Warrego Warmblood Stud that I do so at my own risk and that I am aware that activities involving horses can be hazardous. I understand and acknowledge that horse sports are a dangerous activity and that horses can act in a sudden and unpredictable (changeable) way, especially if frightened or hurt. I understand and acknowledge that serious INJURY or DEATH may result from horse sport activities.

I agree AND undertake that:

- **I PARTICIPATE** at my **OWN RISK**;
- I will not ride or participate if I am under the influence of alcohol and/or drugs nor will I drink alcohol or take drugs prohibited by law immediately before or during this activity;
- I am responsible for checking my equipment, including the saddle;
- I will follow all instructions as given at all times;

- As a condition of riding I must wear an Australian Standard approved helmet and suitable footwear as directed;
- My horse does not have any serious training problems or “anti-social” defects which may disrupt other horses or riders;
- Physically, I am able and reasonably fit, and am well-balanced on a horse at all gaits;
- I understand that due to diseases such as the Hendra virus or equine influenza, the Department of Primary Industries, or any other State or Commonwealth Government Body, may restrict or prevent the movement of horses, vehicles and personnel for a period of time, otherwise known as a “standstill”. I acknowledge that a standstill is a risk and agree to pay any costs or expenses incurred by any person or organisation for and behalf of my horse (s) as a result of the standstill;
- I will be responsible for any injuries to any other agistee’s horse/s, damages to the premises, property owned by others, injuries to any riders or pedestrians, which I may cause by negligent, reckless or irresponsible conduct.

NOTE: Section 60 of the *Competition and Consumer Act 2010* (“the Act”) implies a warranty of due care and skill into contracts for the supply of services to consumers, as defined in the Act. To the extent that the warranty applies to any contract relevant to this Assumption of Risk and Indemnity Agreement, it cannot be excluded. Subject to that warranty, if applicable and IN CONSIDERATION of being permitted to observe, or participate in any way, EACH OF THE UNDERSIGNED, for himself/herself, his/her personal representatives, heirs and next of kin:

1. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Robert James Goodwin t/as Warrego Warmblood Stud and/or any of their related entities, employee/s, agent/s, and invitee/s, and medical personnel, for the purposes as herein referred to as “Releasees”, FROM ALL LIABILITY, TO THE UNDERSIGNED, his/her personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OR RELATED TO THE AGISTMENT SERVICES PROVIDED, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE;

2. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of or related to the AGISTMENT SERVICES, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE;

3. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the AGISTMENT SERVICES, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE;

4. HEREBY acknowledges that horse activities may be VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of the UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE/MEDICAL OPERATIONS OR PROCEDURES OF THE RELEASEES;

5. HEREBY AGREES that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of Queensland and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

PRIVACY STATEMENT - Privacy Act 1998 (as amended)

By completing this form you are supplying personal information about yourself. This information is needed to ensure your safety. We collect your Personal Information for the primary purpose of providing services to you as an agistee. We may also use your Personal Information for secondary purposes closely related to the primary purpose such as the promotion of clinics or new services, in circumstances where you would reasonably expect such use or disclosure. You may unsubscribe from our mailing/marketing lists at any time;

all you need to do is let us know. We have adopted the Australian Privacy Principles (APPs) contained in the *Privacy Act 1988 (Cth) (The Privacy Act)* which govern the way in which we collect, use, disclose, store, secure and dispose of your Personal Information. See www.privacy.gov.au for more details.

EFFECT OF THIS DOCUMENT

I UNDERSTAND THAT MY SIGNATURE TO THIS DOCUMENT CONSTITUTES A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY OF THE RELEASEES TO THE GREATEST EXTENT ALLOWED BY THE LAW IN THE EVENT OF MYSELF AND / OR THE CHILDREN UNDER MY CARE, SUFFERING INJURY OR DEATH. I HAVE READ THIS PARTICIPATION, ASSUMPTION OR RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. BY SIGNING HEREUNDER I CONFIRM HAVING READ AND UNDERSTOOD THE CONTENTS OF THIS DISCLAIMER.

PRINT NAME.....

SIGN..... DATE.....

PARENT/GUARDIAN CONSENT FOR UNDER 18YEAR OLD PARTICIPANTS

I, being the parent/guardian of the
abovenamed

confirm that I have read the whole of this document and have taken all necessary actions to ensure I am aware of the activity which the abovenamed, will be asked to participate in and consent to him/her participating. In doing so, I acknowledge that equestrian activities are dangerous and that accidents causing death, bodily injury, disability, property damage can and do happen. I agree that neither, Robert James Goodwin t/as Warrego Warmblood Stud and/or any of their related entities, employee/s, agent/s, invitee/s and other agistee/s, and medical personnel shall be under any liability whatsoever for the death or any bodily injury, loss or damage which may be suffered or incurred by the abovenamed or by me in or being present at any activity except for any rights the abovenamed or I may have arising under the *Competition and Consumer Act 2010 (Cth)* (or similar legislation). By signing hereunder I confirm having read and understood the contents of this disclaimer.

PRINT NAME.....

SIGN..... DATE.....