#### **CHAPMAN VALLEY HORSE RIDING**

# BRING YOUR OWN HORSE (FREE RANGE) RISK WARNING AND WAIVER

Horse Riding is a Dangerous Activity

I understand and acknowledge that horse riding is a dangerous activity and that horses can act in a sudden and unpredictable (changeable) way, especially when frightened or hurt. I understand and acknowledge that serious INJURY or DEATH may result from horse riding activities and in particular this ride/lesson. I agree that I RIDE my horse at my OWN RISK.

I understand that whilst the land owners, management and staff at Chapman Valley Horse Riding do their best to provide a safe environment for me to ride in, there are many uncontrollable factors in which could cause injury or loss to myself, my horse or my possessions. I understand that the terrain in which I ride is mixed farmland and natural bushland and therefore may be uneven, rocky and/or slippery. I agree to ride to conditions and use my own judgement when approaching obstacles. I understand that my horse can act in an unpredictable (changeable) way in new surroundings, but to the best of my knowledge my horse is generally well behaved and copes well with unfamiliar surroundings.

I understand that Chapman Valley Horse Riding is an actively running cattle farm and horse riding establishment, and therefore my horse may be exposed any of the following (but not limited to); cattle, horses, dogs, traffic (e.g cars, bikes), farm machinery (e.g tractors, slashers) and/or other loud noises (e.g chainsaws, mowers, naturally falling trees etc) and it is my responsibility to ensure my horse is appropriately prepared for these things and any other unexpected scenarios that may arise. I agree not to drink alcohol or take drugs prohibited by law before or during my time at Chapman Valley Horse Riding.

#### **CONDUCT**

I agree to follow the directions of the management/staff at Chapman Valley Horse Riding, and any misconduct or refusal by me to follow any directions by will result in the **CANCELLATION** of my riding fee and my immediate removal from the property **NO MATTER** where that may occur.

#### Risk warning and acknowledgment

Your participation in the recreational activities supplied by Chapman Valley Horse Riding may involve risk. The risks involved may result in personal injury including death. Prior to undertaking any such recreational activity, you should ensure you are aware of all of the risks involved, including those risks associated with any health condition you may have. By signing below, you acknowledge, agree, and understand that participation in the recreational services provided by Chapman Valley Horse Riding may involve risk. You agree and undertake any such risk voluntarily and at your own risk. You

## Exclusion, restriction or modification of rights under the Australian Consumer Law (NSW) and Australian Consumer Law (Commonwealth)

also acknowledge that the risk warning above constitutes a 'risk warning' in accordance with the Civil Liability Act 2002 (NSW).

Under the Australian Consumer Law (NSW and Commonwealth), statutory guarantees apply to the supply of certain goods and services, including recreational activities.

It is possible for a supplier to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier because services provided were not in accordance with the guarantees are excluded, restricted or modified as set out below.

By signing below, you agree that the liability of for any harm, including:

- · death;
- physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
- the contraction, aggravation or acceleration of a disease;
- the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:
  - that is or may be harmful or disadvantageous to you or the community.
  - that may result in harm or disadvantage to you or the community,
- that may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services is excluded. By signing this document I give permission for Chapman Valley Horse Riding to use images of me in marketing and on social media. This waiver is valid for 12months from the below date.

Please Tick one of the following I am hiring a helmet from Chapman \	ng:: /alley
I have my own helmet, and I take full helmet. I certify that it abides by Cha checked that it is safe and fit for use	responsibility for the safety, structural soundness and care of the pman Valley's Accepted Helmets Policy, and that I have thoroughly.
Name of Rider (Print):	Date:
Address:	Date of Birth:
Tel: Occi	upation:
Signature:	Witness (Name and Signature):
Signature of guardian if under 18 years	

### Confidential Riding Application and Medical History Form

► Rider's Nar	ne:										
Contact Nu	mber:										
► E-mail Add	ress:										
✓ I will we. ✓ I will rea ✓ The Inst condition	lowing: y ride the hor ar an Austral d and follow ructor/Guide	rse in a s ian Stan all signs	safe and contr dard Approve on the prope	rolled ed helr erty an	manner net and t d follow a	all instruc	ctions			any of these term	s and
Riding Experience				_							
Number of time										Checked by:	
	t to select your riding level		/ei. Please be none		est: O		0			(staff only)	
Never been on a	O Able to	Able to fully		and ris	_		Advanced riding				
horse, or need to	control at		Able to walk and ri to the trot with fu				r skills (jumping,				
refresh on basics			contro		with full contro		ol dressage, etc)  Very Experienced.				
First Time Rider	Some Exp	erience	Average Exp	erienc	е   Ехр	erienced	ver	y Experien	cea.		
In the case of Name and teleph								if rider is un	der 18 y	ears of age	
mergency Con	tact Name	Relatio	nship to ride	er	Mobile P	h	Home Ph		Work	Work Ph	
_											
Do you (or you Please tick: An	our child) su	ıffer froi	m any of the	follow	ving? may affec					o accommodate	•
O Asthma	O Diabetes	O E	pilepsy/Fits	ОF	ainting	inting O Black		O Disab	oility	O Back Injury	
O Heart Condition	O Blood Condition	OF	Pregnancy	0 0	Dizziness O Migr		aines	ines O Unever Pupils		O Knee Injury	
O Recent Injury	O Allergic Reactions		O Other								
If you have ticked	any of the abo	ve, pleas	e elaborate:								
► Allergies - Pl	ease describ	e allergy	and reaction								
Medication									_		
Are you curre	ntly on any m	nedicatio	ns?					O No	O Ye	s	
(If yes, please lis	st Name of D	rug(s), F	requency & D	osag	e)						
► Is it necessary	for you or y	our child	to carry their	own	medicatio	on at all t	imes?	O No	O Ye	es	
Tetanus Immur											
	-	-	-				against t	etanus. T	etanus	is normally given	at five
years of age as				•	-						
Year of last te	tanus immur	iisation:									
Consent To Me I authorise the ir								agree to b	ear an	y cost thereby inc	curred.
time with us. The	Provider is req	uired to co	Provider with pellect this informat	ersonal tion by	our insuran	about you ce compar	rself. This	he departme	ent of Wo	ed to ensure your safe orkplace Health and S which is stated above	Safety. This
•											

Signature of Rider (only if rider is **over 18years**)

Signature of Legal Guardian (if rider is <u>under</u> 18 years old)