

THE
HIGHLANDS



EQUESTRIAN CENTRE

ADMISSION PACKAGE

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INTRODUCTION

Dear Valued Client,

Welcome to The Highlands Equestrian Centre "THEC". THEC is located on the Illawarra Highway in Sutton Forest 7 kms south of Moss Vale. THEC has been an established riding school in the Southern Highlands for fifteen years, specialising in agistment, livery and riding tuition for all ages and levels of experience.

If after reading this package and you wish to register your horse for livery or agistment please complete and return the forms included to the Centre Manager.

1. Signed acknowledgement of the code of Conduct and Regulations
2. Contact Details Form
3. Lesson Indemnity Form
4. Agistment Agreement

Thankyou for your inquiry. We look forward to welcoming you and your horse to THEC in the near future. In the mean time should you require any further information or have any questions please do not hesitate to contact the Centre Manager on (02) 48682584

Regards,

Danielle Govier.
Centre Manger

THEC EQUESTRIAN CODE OF CONDUCT

This code of conduct and regulations promotes the primary interests of horse welfare and public safety. All patrons of THEC must adhere to this code of conduct and regulations.

1. Entry, Vehicles, Floats, Trucks and Parking

- Business hours are from 8am – 5 pm.
- All floats and trucks must be parked in the car park on the south side of the stables.
- All vehicles must travel no faster 10km per hour with in the THEC.
- Cars may park along side the drive way in the front of the stable complex.

2. Domestic Pets

- A person shall not bring an animal, other than a horse onto THEC except with written permission from the Centre Manager.

3. Bringing horse into THEC

- A person shall not bring a horse into THEC for agistment/livery unless the following has been provided;
 1. Appointment made by phone
 2. Tetanus Strangles vaccination certificate
 3. Agistment/livery agreement
 4. Lesson indemnity form
 5. Contact Details form
 6. Code of conduct and regulations form
- A person shall not bring a horse onto THEC for temporary stabling unless the following has been provided;
 1. Booking made and prepaid
 2. Agistment and livery agreement
 3. Arena hire and assumption of risk and conduct form
- A person shall not bring a horse onto THEC for arena hire unless the following has been provided;
 1. Appointment made by phone
 2. Arena hire assumption of risk and conduct form

3. Stables/Wash Bays

- All stable users will ensure that the area adjacent to their stable and into front of their stable and tack box are kept tidy at all times.
- No improvement, fixture, fitting or work is undertaken without approval from the Centre Manager.
- Any damage to THEC property must be reported promptly to the Centre Manager and amendment will be made at the expense of the client.
- THEC does not accept any responsibility for theft, damage or personal injury at the centre. It is at sole risk of the user.
- THEC reserves the right to relocate the horse from one stable/paddock to another at any time.
- Wash bays must be left clean and free from rubbish and manure at all times.
- You Must Insure lights and tape are turned off after use.

4. Horse Health Care

- Centre Manager has permission by owner/lessor to seek veterinary treatment for their horse if any of the following signs of illness occur;
 - ❖ nasal discharge
 - ❖ Runny or inflamed eyes
 - ❖ Coughing
 - ❖ Laboured breathing
 - ❖ Lameness
 - ❖ Fits or staggering
 - ❖ Severe diarrhoea
 - ❖ Bleeding, swelling, or ulcerating body parts
 - ❖ Unexplained weight loss
 - ❖ Apparent pain
 - ❖ Inability to urinate or defecate
 - ❖ Repeated continuous rolling, pawing, kicking, at abdomen or sweating
 - ❖ Poor appetite
 - ❖ Dropping food or difficulty chewing
 - ❖ Excessive scratching or hair loss
 - ❖ Distress during work

- Owner/lessor will ensure that tetanus/strangles is kept up to date with written evidence provided.
- Owner/lessor will ensure horse will be cooled down and cleaned after exercise, rugged accordingly, and basic grooming standards to be maintained.
- If a horse is deemed to require urgent attention by the Centre/Stable Manager, the owner/lessor gives permission to the Centre/Stable Manager at their absolute discretion, authority to attend the horse and seek veterinary assistance and euthanize if necessary, and all cost will be incurred by the owner/lessor.
- The owner/lessor will worm their horse every 8 – 12 weeks or THEC will worm them and charge the expense to the owner/lessor.
- The owner/lessor will ensure the horse feet are cared for on a regular basis or THEC will arrange a farrier and the charge will be at the expense of the owner/lessor.

5. Exercising of Horses

- Horse shall not be ridden unless properly saddled and bridled.
- Horses shall not be left unattended in arenas exercise yards wash bays and yards.
- Horse shall not be left loose within THEC at any time.

6. THEC Facilities

- A person shall not do any of the following within an exercise arena; Leave a horse unattended, gallop a horse, use an arena if the maximum number will be exceeded, lunge a horse without seeking permission if other riders are using the arena.
- All persons using the exercise arenas will be respectful of others and their riding standards.
- All persons using the exercise arena must give way to lessons within the arena.
- Only THEC staff/instructors and outside instructors with permission have the right to stand within the arena.

7. Rider Safety and Conduct

- A person shall not ride a horse unless appropriate footwear such as riding boots and approved safety helmets are worn.
- All persons will conduct themselves with consideration and respect for fellow users.
- A professional level of conduct in keeping with the standards of THEC will be expected at all times.
- There will be no obstructions left in the stable aisle or wash bay.
- There will be no smoking with in the stable complex and butts must be put in the bins provided.
- No disruptive behaviour or noise will be tolerated within THEC.

8. Fees and Insurance

- Invoices are issued and paid one month in advance.
- THEC takes no responsibility for theft or damage to tack, rugs or horse are therefore we recommend that clients have their own insurance.

9. Indoor Arena Rules

- This arena is for Riding only unless permission for lunging is given by Centre/Stable Manager.
- No loose horses are permitted at any time.
- Horses pass left hand to left hand.
- No halting on out side track.
- Walk on the inside track.
- Slower horse to the inside of the track.
- Faster pace has the right of way on the track.
- No over taking on the inside especially on a circle.
- Lesser movements give way to advanced.
- Leave a minimum distance of one horse's length between each horse.
- Jumping is available only as part of a lesson.
- Individual give way to students.
- Galloping is not permitted.
- THEC takes no responsibility for injury or death to either horse or rider or spectator when using this area.

10. Outdoor Arena Rules

- Jumping is permitted.
- Children under the age of 18 years wanting to jump must be supervised by an adult or instructor.
- Individuals give way to students.
- Jumps are not to be moved except by instructors.
- Wings are to be relocated and cups attached.
- Dislodged poles must be rebuilt immediately.
- Galloping is not permitted.
- Horses must pass left hand to left hand.
- Lunging is permitted except if arena is full or a lesson is taking place.
- THEC takes no responsibility for injury or death to either horse or rider or spectator when using this arena.

11. Front Lawn

- No more than two riders at any one time.
- THEC takes no responsibility for injury or death to either horse or rider or spectator when using this area.

12. Event Paddock/Cross Country Course

- Ridding is permitted if it is not being used as a grazing area.
- If using cross country course you must be supervised by an adult or instructor if under the age of 18.
- THEC takes no responsibility for injury or death to either horse or rider or spectator when using this area.

13. Tracks and Trails

- No Galloping.
- Use with caution.
- THEC takes no responsibility for injury or death to either horse or rider or spectator when using this area.

Facilities and Services

- 20m x 60m enclosed indoor arena with lights, music and seating
- 30mx 80m enclosed outdoor arena with light and music
- 18 premium sized stables
- 2 Double size stallion stables
- 3 cold wash bays
- 1 temperature controlled warm wash bay
- 20 3m x 3m day yards
- 4 acre event paddock
- 8 jump cross country course
- 20 stylish show jumps with decorative fill
- 4 five acre grazing paddocks
- Access to 3km trail ride
- On site farrier (Tuesdays)
- On site dentist (Thursdays)
- Equi massage (Tuesdays)
- Horse transporting available
- Instructors from Introductory through to Level two and Coach Educator
- 18 Fabulous School Horse from beginner to advanced
- Children Holiday camps
- Adults riding Club (Tuesday and Friday)
- Junior Riding Club (Saturday and Sunday)
- Semi Private Lessons
- Private Lessons
- Group Lessons
- Special High Level Clinics
- Horse training/exercise
- Agistment
- Livery
- Holiday Boarding
- Baby/House Sitting contacts

EQUESTRAIN CODE OF CONDUCT AND REGULATIONS ACKNOWLEDGEMENT

The horse owner /lessor should read this document thoroughly, sign and return it to Centre Management:

I, _____, acknowledge that I have read and understand the code of Conduct and Regulations and all attachments and agree to abide by these conditions.

Signed: _____

Date: _____

If under the age of 18 a parent or guardian should sign below.

I, _____, parent or legal guardian of the above signatory acknowledge that I have read and understand the Code of Conduct and Regulations and all attachments and agree to abide by these conditions.

Signed: _____

Date: _____

Contact Details

NAME: _____

POSTAL

ADDRESS: _____

POST CODE: _____

PHONE: _____ BUSINESS: _____

MOBILE: _____ EMAIL: _____

NEXT OF KIN

NAME _____

POSTAL

ADDRESS: _____

POST CODE: _____

PHONE: _____ BUSINESS: _____

MOBILE: _____ EMAIL: _____

DOCTOR

NAME: _____

ADDRESS: _____

PHONE: _____ MOBILE: _____

VETERINARIAN (If none Supplied Geoff Marh , Karim Kuros, or Bill Beresford will be used)

NAME: _____

ADDRESS: _____

PHONE: _____ MOBILE _____

Agistment/livery Agreement

Name of Horse:	Dam:	DOB:
Sex:	Sire:	Arrival Date:
Colour:	Brands: (near) (off)	Scars/Injuries:

1. You will not deliver to us, any horse known to be dangerous or diseased.
2. We will provide agistment for the described horse at The Highlands Equestrian Centre, Illawarra Highway, Sutton Forest, New South Wales.
3. You personally guarantee that The Highlands Equestrian Centre will be paid for all services provided to this horse at The Highlands Equestrian Centre.
4. Farriery and worming for the horse may be billed to us and passed on to you with a surcharge included. Other services deemed necessary eg Dentistry, Saddle fitting, Chiropractics, and Veterinary will be billed direct to you.
5. The horse is at all times at your risk from accident, illness, death or misadventure of any description. We will take reasonable precautions for the care and safety of the horse.
6. We will give you at least two weeks written notice prior to any change in rates.
7. We will have a general lien over the horse for any sum owing for more than sixty days. Such lien may be enforced by the sale of the horse at any public livestock auction.
8. All saddlery and equipment kept at the Highlands Equestrian Centre is at all times kept here at your own risk from theft and damage.
9. Whilst ridding at the The Highlands Equestrian Centre you do so at your own risk. THEC takes no responsibility for injury or death to either horse or rider or spectator when using our facility.

Owner/Lessor

Name	
Phone	
Address	
Email	

Agreement

As the Owner/Manager of this horse and duly authorized, I have read and agree to the terms of this agreement, on behalf of all partner owners of the horse.	Signed
Print Name	Date

**ASSUMPTION OF RISK SIGNATURE FORM
HORSE RIDING AND TUITION FOR MINORS**

NOTE: Section 74 of the Trade Practices Act ("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 the Release and Waiver of Liability, it cannot be excluded.

1. The PARENT/GUARDIAN must disclose any pre-existing medical or other condition that may affect the risk that either the CHILD/MINOR or any other person will suffer injury, loss or damage.
2. The PARENT/GUARDIAN acknowledges that the PROPRIETOR relies on the information provided by the PARENT/GUARDIAN, and the PARENT/GUARDIAN states the all such information is accurate and complete.
3. The PARENT/GUARDIAN acknowledges that horse riding is an inherently dangerous activity. The PARENT/ GUARDIAN recognises that there are risks specifically associated with the activity, some of which include: the unpredictability of animals, especially if they are frightened or hurt, no matter how well trained they are. The remoteness of the areas in which the ride takes place, sudden and unexpected changes in weather. Physical exertion for which the CHILD/MINOR may not be prepared. Difficulties in evacuation if the CHILD/MINOR is or becomes disabled.
4. The PARENT/GUARDIAN understands and has explained to the CHILD/MINOR the dangers associated with the consumption of alcohol or any mind altering substance before or during a ride, and the PARENT/GUARDIAN accepts full responsible for injury, loss or damage associated with the consumption of alcohol or any other mind altering substance.
5. The PARENT/GUARDIAN agrees with the PROPRIETOR has explained to the CHILD/MINOR that they will obey and will comply with all rules and directions made to given by the PROPRIETOR in connection with the ride. In particular, the CHILD/MINOR has been advised to wear an approved helmet at all times during the ride. If a CHILD/MINOR fails to comply with the PROPRIETOR'S rules and /or direction, the CHILD/MINOR will not be permitted to ride or continue to ride, and no refund will be given.
6. The PARENT/GUARDIAN accepts all risks associated with the activity, including the possibility of injury, death, loss or damage.
7. The PARENT/GUARDIAN agrees to indemnify the PROPRIETOR against all claims by any other person against the PROPRIETOR in respect of any injury, loss or damage arising out of or in connection with the CHILD/MINOR'S failure to comply with the PROPRIETOR'S rules and/or direction.
8. The PARENT/GUARDIAN agrees and acknowledges that, to the extent permitted by law, the PROPRIETOR'S shall not be liable for any injury, loss or damage suffered by the CHILD/MINOR or by any person arising from or in connection with the CHILD/MINOR'S participation in the ride, whether such injury, loss or damage was caused directly or indirectly by the negligence of the PROPRIETOR or otherwise, or by the PROPRIETOR'S servants or agents. The PARENT/ GUARDIAN hereby releases the PROPRIETOR from all such claims, and indemnifies the PROPRIETOR against all claims made by or on behalf of any other person.
9. To the extent permitted by law, the PARENT/GUARDIAN acknowledges and agrees that all warranties, covenants and stipulations are hereby excluded.
10. All accidents, injuries, loss or damage must be reported by the CHILD/MINOR to the PROPRIETOR before the CHILD/MINOR leaves the PROPRIETOR'S property.
11. If the CHILD/MINOR suffers any injury or illness, the PARENT/GUARDIAN agrees that the PROPRIETOR may provide evacuation, first aid and medical treatment at the PARENT/GUARDIAN'S expense, and the PARENT/ GUARDIAN accepts these terms and conditions constitutes the PARENT/GUARDIAN'S consent to such evacuation, first aid and/or medical treatment.

I ACKNOWLEDGE THAT I HAVE READ THIS ASSUMPTION OF RISK SIGNATURE FORM AND THAT IT HAS BEEN EXPLAINED TO ME. I FULLY UNDERSTAND ITS TERMS AND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I SIGN THE DOCUMENT FREELY AND VOLUNTARILY WIHTOUT ANY INDUCEMENT MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

I would best describe this minor's level of experience as one of the following, please tick the appropriate box

- Beginner having never ridden a horse before
- Ridden 10 times in the last 5 years
- Ridden 20 times in the last 5 years
- Ridden 50 times in the last 5 years

NAME OF MINORSIGNATURE OF P/G

I HAVE EXPLAINED THE CONTENTS AND EFFECT OF THIS DOCUMENT TO THOSE SIGNED ABOVE.

DATED

INSTRUCTORS SIGNATURE

**ASSUMPTION OF RISK SIGNATURE FORM
HORSE RIDING and TUITION**

NOTE: Section 74 of the Trade Practices Act ("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 the Release and Waiver of Liability, it cannot be excluded.

1. The CUSTOMER must disclose any pre-existing medical or other condition that may affect the risk that either the CUSTOMER or any other person will suffer injury, loss or damage.
2. The CUSTOMER acknowledges that the PROPRIETOR relies on the information provided by the CUSTOMER, and the CUSTOMER states that all such information is accurate and complete.
3. The CUSTOMER acknowledges that horse riding is an inherently dangerous activity. The CUSTOMER recognises that there are risks specifically associated with the activity, some of which include: the unpredictability of animals, especially if they are frightened or hurt, no matter how well trained they are. The remoteness of the areas in which the ride takes place. Sudden and unexpected changes in weather. Physical exertion for which the CUSTOMER may not be prepared. Difficulties in evacuation if the CUSTOMER is or becomes disabled.
4. The CUSTOMER understands and acknowledges the dangers associated with the consumption of alcohol of any mind altering substance before or during a ride, and the CUSTOMER accepts full responsibility for injury, loss or damage associated with the consumption of alcohol or any other mind altering substance.
5. The CUSTOMER agrees with the PROPRIETOR that the CUSTOMER will obey and will comply with all rules and directions made or given by the PROPRIETOR in connection with the ride. In particular, the CUSTOMER has been advised to wear an approved helmet at all times during the ride. If a customer fails to comply with the PROPRIETOR'S rules and/or directions, the CUSTOMER, will not be permitted to ride or to continue to ride, and no refund will be given.
6. The CUSTOMER accepts all risks associated with the activity, including the possibility, of injury, death, loss or damage.
7. The CUSTOMER agrees to indemnify the PROPRIETOR against all claims made by any other person against the PROPRIETOR in respect of any injury, loss or damage arising out of or in connection with the CUSTOMER'S failure to comply with the PROPRIETOR'S rules and/or directions.
8. The CUSTOMER agrees and acknowledges that, to the extent permitted by law, the PROPRIETOR shall not be liable for any injury, loss or damaged suffered by the CUSTOMER or by any other person arising from or in connection with the CUSTOMER'S participation in the ride, whether such injury, loss or damage was caused directly or indirectly by the negligence of the PROPRIETOR or otherwise, or by the negligence of the PROPRIETOR or otherwise, by the PROPRIETOR'S servants or agents. The CUSTOMER hereby releases the PROPRIETOR from all such claims, and indemnifies the PROPRIETOR from all such claims, and indemnifies the PROPRIETOR against all claims made by or on behalf of any other person.
9. To the extent permitted by law, the CUSTOMER acknowledges and agrees that all warranties, covenants and stipulations are here by excluded.
10. All accidents, injuries, loss of damage must be reported by the CUSTOMER to the PROPRIETOR before the CUSTOMER leaves the PROPRIETOR'S property.
11. If the CUSTOMER suffers any injury or illness, the CUSTOMER agrees that the PROPRIETOR may provide evacuation, first aid and medical treatment at the CUSTOMER'S expense, and the CUSTOMER'S acceptance of these terms and conditions constitutes the CUSTOMER'S consent to such evacuation, first aid and/or medical treatment.
- 12. I ACKNOWLEDGE THAT I HAVE READ THIS ASSUMPTION OF RISK SIGNATURE FORM AND THAT IT HAS BEEN EXPLAINED TO ME. I FULLY UNDERSTAND ITS TERMS AND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SINGING IT. I SIGNED THE DOCUMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.**

I would best describe my level of experience as one of the following, please tick the appropriate box

- Beginner having never ridden a horse before
- Ridden 10 times in the last 5 years
- Ridden 20 times in the last 5 years
- Ridden 50 times in the last 5 years

NAMESIGNATURE.....

I HAVE EXPLAINED THE CONTENTS AND EFFECT OF THIS DOCUMENT TO THOSE SIGNED ABOVE.

DATED INSTRUCTORS SIGNATURE