



BLOODSTOCK PENNING SYSTEMS PTY. LTD.
 ABN85003705486

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

NAMESIGNITURE.....

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

DATED INSTRUCTORS SIGNATURE