RELEASE AND WAIVER OF LIABILITY

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*** at my ***OWN RISK.***

I agree not to drink alcohol or take drugs prohibited by law before or during this ride.

I agree I will wear a helmet when mounted on a horse, if I am under 18 years of age.

I understand that *"Cot's Camp"* highly recommends for adults to wear helmets when mounted on a horse, therefore I agree, if I am 18 years of age or older, and I choose NOT to wear a helmet, I do so at my ***OWN RISK.***

CONDUCT

I agree to follow the directions of the ride leader/instructor and that any misconduct or refusal by me to follow any direction of the ride leader/instructor will result in the ***CANCELLATION*** of my riding fee and my immediate removal from my horse ***NO MATTER*** where that may occur.

HEALTH

(Strike out whichever is inappropriate)

- I am in good health and have no physical disabilities
- I have the following physical disabilities;.....

.....

Name of Rider and/or Guardian:.....

Address:.....

Phone:..... **Date of Birth:**..... **Occupation:**.....

RIDING EXPERIENCE: (please tick where appropriate)

Very Experienced..... Moderately Experienced..... Beginner..... Never Ridden.....

EFFECT OF THIS DOCUMENT

WARNING

UNDER THE FAIR TRADING ACT 1999

Under the provisions of the *Fair Trading Act 1999* several conditions are implied into contracts for the supply of certain goods and services. These conditions mean that the supplier 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 supplier

Under section 32N of the *Fair Trading Act 1999,* the supplier 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 supplier under the *Fair Trading Act 1999,* 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 suppliers part. *"Gross Negligence"* is defined in the *Fair Trading (Recreational Services) Regulations 2004.*

I understand that my signature to this document constitutes a complete and unconditional release of all liability of the proprietors of *"Cot's Camp" Horse Training Services* to the greatest extent allowed by law in the event me and/or the children under my care, suffering injury or death.

Signature of Rider/Guardian..... **Dated:**.....

This is to state that you agree to any photos and/or videos taken of you and/or the children under your care, at *"Cot's Camp"*, to be used within public media (I.e Facebook, Instagram, newspapers etc)

Signature of Rider/Guardian..... **Dated:**.....