

Assumption of Risk - Horse Riding, and Associated Activities

**RIVERSIDE EQUESTRIAN CENTRE PTY LTD OF 3666-3694
MOGGILL ROAD MOGGILL, QLD. (RIVERSIDE)**

CONDITIONS OF ENTRY TO THE PROPERTY RIVERSIDE EQUESTRIAN CENTRE

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 RIVERSIDE 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 entry to and activities on a farm are inherently dangerous activities. The CUSTOMER recognises that there are risks specifically associated with the activities such as but not limited to horse riding and being around horses and machinery, 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 or any mind altering substance before or during the activities, 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 RIVERSIDE that the CUSTOMER will obey and will comply with all rules and directions made or given by RIVERSIDE, its Directors, Employees or Agents in connection with the activities.
6. The CUSTOMER accepts all risks associated with the activities associated with horse riding and horse related activities, including the possibility of injury, death, loss or damage.
7. The CUSTOMER agrees to indemnify RIVERSIDE, its Directors, Employees and Agents against all claims made by any other person against RIVERSIDE in respect of any injury, loss or damage arising out of or in connection with the CUSTOMER'S failure to comply with RIVERSIDE'S rules and/ or directions.
8. The CUSTOMER agrees and acknowledges that, to the extent permitted by law, RIVERSIDE its EMPLOYEES, AGENTS, DIRECTORS or PROPRIETORS shall not be liable for any injury, loss or damage suffered by the CUSTOMER or by any other person arising from or in connection with the CUSTOMER'S participation in the activities at RIVERSIDE Equestrian Centre Pty Ltd, and 3694 Moggill Road, whether such injury, loss or damage was caused directly or indirectly by the negligence of the DIRECTOR or otherwise, by RIVERSIDE'S servants or agents. The CUSTOMER hereby releases RIVERSIDE and PROPRIETORS from all such claims, and indemnifies the DIRECTOR and PROPRIETORS from all such claims, and indemnifies RIVERSIDE and PROPRIETORS 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 or damage must be reported by the CUSTOMER to RIVERSIDE before the CUSTOMER leaves RIVERSIDE'S premises.
11. If the CUSTOMER suffers any injury or illness, the CUSTOMER agrees that RIVERSIDE 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.

CONTINUED OVER.

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 SIGNING 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. **IF SIGNING ON BEHALF OF A MINOR, I CERTIFY THAT I AM THE LEGAL GUARDIAN, AND AM DULY AUTHORISED TO SIGN ON THEIR BEHALF.**

ALL SECTIONS MUST BE COMPLETED

RIDER

PRINT NAME HERE.....SIGN HERE.....

EMAIL:

ADDRESS

.....

.....

PHONE .No.(HOME)

BUS. or MOB. PH. NO.....

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

PROPRIETOR/INSTRUCTOR SIGN HERE.....DATE.....