



## Release and Waiver of Liability Horse Sports are a Dangerous Activity

### WARNING UNDER THE FAIR TRADING ACT 1999

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees 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
- are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- 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 statutory guarantees 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 provided were not in accordance with these guarantees, 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 supplier's part. Gross negligence is defined in the Fair Trading (Recreational Services) Regulations 2004.**

Supplier of recreational service:

Sporting Horse Australia

In consideration for being permitted to participate in any way in horse sport activities, I, the undersigned, understand, acknowledge and accept that:

Horse sports are a dangerous recreational activity and horses can act in a sudden and unpredictable (changeable) way, especially if frightened or hurt.

There is significant risk that serious **INJURY** or **DEATH** may result from horse sport activities and in particular this activity.

I/We confirm the Recreational Service Supplier has explained this document to me/us and I/we am/are aware of the implications, intent and effect of agreeing to signing the document. I/We furthermore confirm I/we am/are aware of the obvious risks associated with activities involving horses and I/we knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the Recreational Service Supplier (hereafter referred to as the "Releasees") or others and I voluntarily PARTICIPATE at my OWN RISK and assume sole responsibility for any injury, death or property damage I may suffer that arises from my participation in horse related activities.

I understand and acknowledge the dangers associated with the consumption of alcohol or any mind altering drugs before and during the activity and I take full responsibility for any injury, loss or damage associated with their consumption. I agree not to drink alcohol or take drugs prohibited by law before or during this activity.

I agree to follow the directions given to me and that any misconduct or refusal by me to follow any direction can result in the **CANCELLATION** of participation in the activity and my immediate removal from any horse **NO MATTER** where that may occur. I understand that any such non-compliance may result in injury, death and/or permanent disability and I agree to indemnify the Releasees against all claims made by any person as a result of my failure to comply.

I agree to wear a helmet at all times whilst riding and agree that I am solely responsible for ensuring that I wear a suitable helmet at all times and take sole responsibility for my actions.

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS AND AGREE NOT TO SUE the Recreational Service Supplier, their officers, officials, volunteers, coaches, agents and/or employees, other participants, sponsoring agencies, sponsors and if applicable, owners and lessors of premises used to conduct the activities (all of whom are referred to as "Releasees") WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, OR loss or damage to person or property, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

Name of Participant: \_\_\_\_\_

Phone: \_\_\_\_\_ Date of birth: \_\_\_\_\_

Occupation: \_\_\_\_\_

Details of riding experience: \_\_\_\_\_

### Agreement to exclude, restrict or modify your rights:

I agree that the liability of the above named Recreational Service Supplier for any personal injury that may result from the supply of the recreational services that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) is completely and unconditionally —

(a) excluded;

I/we have had sufficient opportunity to read this release of liability and assumption of risk agreement or where required, explained to me/us, fully understand its terms, understand that I/we have given up substantial rights by signing it, and sign it freely and voluntarily without inducement, undue pressure or influence of any kind.

Signature of Participant: \_\_\_\_\_ Dated: \_\_\_\_\_

Name and address of Participant \_\_\_\_\_

Signature of witness: \_\_\_\_\_ Dated: \_\_\_\_\_

Name and address of witness: \_\_\_\_\_