

# BLUE MOUNTAINS EQUESTRIAN CENTRE @ EUROKA PTY LTD ACN 625 223 341 (Service Provider)

## ACKNOWLEDGEMENT OF RISK AND WAIVER OF LIABILITY

1. "Participant" means the person who is participating in any horse riding activities provided by the Service Provider or any other activities where the Participant hires a horse from the Service Provider (**Activities**), has completed the Service Provider's Participant Information Form, and whose signature appears below. If the person is under the age of 18 years or is suffering from any mental, physical or other legal disability, the term "Participant" includes that person's parents and/or legal guardians.
  - c) agrees that the Service Provider will not be liable for any death or personal injury suffered by the Participant or by any other person, arising from or in connection with the Participant's participation in the Activities; and
  - d) agrees that all warranties, covenants and stipulations are excluded in respect of death or personal injury,
    - except where caused by the Service Provider.
2. In consideration of being permitted to participate in the Activities, the Participant agrees to the terms and conditions set out in this agreement.
3. The Participant must disclose any pregnancy, pre-existing medical or other conditions that may affect the risk that either the Participant or any other person will suffer injury, loss or damage in connection with the Activities.
4. If clause 3 applies to the Participant, he or she must obtain written clearance to participate in the Activities from a medical practitioner and provide this clearance to the Service Provider before commencing any of the Activities. If the Participant fails to provide the Service Provider with this clearance, he or she will not be permitted to participate in the Activities.
5. To the extent permitted by law, the Participant:
  - a) acknowledges that the Activities are inherently dangerous activities and that there are risks associated with the Activities;
  - b) accepts all risks associated with the Activities in respect of the possibility of death or personal injury;
6. The Service Provider excludes liability for:
  - a) death;
  - b) a physical or mental injury of the Participant (including the aggravation, acceleration or recurrence of such an injury of the Participant);
  - c) the contraction, aggravation or acceleration of a disease of the Participant; or
  - d) the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to the Participant that is or may be harmful or disadvantageous to the Participant,
    - arising under Subdivision B of Division 1 of Part 3-2 of the Australian Consumer Law, except where caused by the reckless conduct of the Service Provider.

7. Without limiting clause 5, the Participant accepts full responsibility for his or her actions if he or she undertakes the Activities following the consumption of alcohol, including any alcohol provided by the Service Provider.
8. The Participant agrees that he or she will obey and comply with all rules or directions made or given by the Service Provider in connection with the Activities. If a Participant fails to comply with any such rules or directions, he or she will not be permitted to continue with the Activities, and no refund will be given.
9. The Participant acknowledges that the Service Provider relies on the information provided by the Participant and that all such information is accurate and complete.
10. All accidents, including death or personal injury, involving the Participant or any horse or equipment provided for the Participant's use must be reported immediately by the Participant to the Service Provider.
11. If the Participant suffers any personal injury or illness, the Participant agrees that the Service Provider may provide first aid and medical treatment at the

Participant's expense, and the Participant's acceptance of these terms and conditions constitutes the Participant's consent to such first aid and/or medical treatment.

12. The Participant agrees that at all times whilst undertaking the Activities, the Participant must:
  - a) control himself or herself and the horse provided for his or her use in a proper and reasonable manner;
  - b) wear an approved horse riding helmet (that is less than 5 years old), and suitable clothing and shoes as directed by the Service Provider;
  - c) listen and adhere to all instructions given by the Service Provider; and
  - d) act in a manner which provides due regard to the safety of all other riders and persons in connection with the Activities.

Participant name .....

Signed ..... Date: ...../...../.....

Parent or guardian must sign below for a minor (under 18 years)

Signed ..... Date: ...../...../.....