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| 🕿: 0411 264 060 | 926 Bunya Rd., Draper | ABN: 64 073 615 931 |

WAIVER OF LIABILITY AGREEMENT WITH REGARDS TO EQUINE ACTIVITIES & RIGHTS TO SUE

Purpose of Contract:

The purpose of this agreement is to limit the liability of the provider, to exclude liability for any personal injury or death to the participant and other people in the care and control of the participant, howsoever caused, who signed this form as acknowledgment of the terms and conditions of this agreement. By signing this form, you are waiving your rights to sue the provider for losses relating to personal injury or death. Under the provisions of the Trade Practices Act and Various State Laws, conditions are implied into contracts that mean that the provider of Recreational Services, noted below, is required to ensure that the Recreational Services it sells to you are: rendered with due care and skill, are fit for the purpose for which they are commonly bought as it is reasonable to expect in the circumstances or might reasonably be expected to achieve the result you have made known to the provider.

*Gale Falcongreen Horsemanship & Equine Assisted Therapy 926 Bunya Road, Draper, 4520*

You acknowledge that the activity being undertaken is an activity being undertaken for the purposes of training, recreation, enjoyment, or leisure, which involves a significant degree of physical risk. The provider acknowledges that they are providing Recreational Services detailed below which means; providing facilities for participation in a recreational activity, or training a person to participate in a recreational activity, or supervising, adjudicating, guiding or otherwise assisting a person’s participation in a recreational activity.

You hereby acknowledge that in attending the recreational activity that there are inherent risks involved to him or her or other people in their care and control. This agreement is directed and limited to inherent risks that are patent. The participants will also acknowledge that the purpose of the recreational activity is for the benefit of the participant and for the benefit of those people attending with the Participant and that at all times the participant is responsible for his or her own actions and the actions of those other people in his or her care and control.

Description of Activity:

**Leadership, Trust, Communication & Connection.**

Equine Assisted Learning & Equine assisted Psychotherapy is predominately based on ground work. This incorporates horses experientially for human personal growth, learning and skills development.

We provide:

* Equine assisted Learning (EAL)
* Equine Facilitated Experiential Learning (EFEL) or Equine Facilitated Learning (EFL)
* Equine assisted Team & Leadership Training (Workplace Training)
* Equine Assisted Coaching
* Equine Assisted Psychotherapy
* Animal / nature assisted Programs
* Systemic, structural & family constellation work.

Steps Taken to Avoid the Danger of Personal Injury or Death:

Participants must wear appropriately covered clothing (which is not loose-fitting or baggy) and covered and sturdy shoes or boots, to minimise risk of injury. Groundwork often requires proximity to or contact with horses, so considered and appropriate behaviour and following the instructions of the trainer is necessary. Always approach a horse in a calm way, making sure they can see you. Do not approach a horse from their blind spot (directly in front or behind) – this could startle the horse. When around the hindquarters of a horse, stay well out of the way (over 2m) to avoid being kicked. If you must be closer, get right in close so if the horse kicks, its legs have no space to build power behind the kick. Always use a lead rope attached to a halter so you have a ‘safety zone’; don’t hold the halter directly with your hand. Hold the lead rope with your right hand, away from the horse's head, holding the end of the rope with your left hand. If directly engaging with a horse, individuals will be paired to horses within their handling abilities. A horse should never be interacted with while under the influence of drugs or alcohol. The horses should always be respected as powerful and potentially dangerous animals, and all who interact with them should act reasonably and accordingly, and be aware of the harm they can cause.

Acknowledgement of Risk and Reduced Rights to Sue:

The participant acknowledges that during all times while he or she is engaging in the activity he or she does so at his or her own risk, and that the participant and other people in the care and control of the participant will not hold the provider or any of its employees or agents liable for any personal injury or breach of contract whether caused by the negligence of the provider, its employees or agents, or any other reason, howsoever caused or otherwise. The participant acknowledges that in the event that he or she or any of the other people in their care and control find either or any of them in difficulty, that they are to stop the activity or request that the activity be stopped if appropriate, and seek help and/or assistance and advice. The participant fully acknowledges that all activities involving horses and livestock, and being on a property, carry an inherent risk of danger, and despite reasonable attempts to mitigate these risks, the possibility of danger and/or harm remains. Consequently, the participant enters the property and undertakes the activities at their own risk, and therefore waive any right to sue or take action for any reason, against any staff member or agent or individual they may encounter while on the premises, or while undertaking any activity in relation to this recreational service, regardless of location.

Declaration and Signature:

By signing this agreement, I understand that the Recreational Services about to be sold to me as set out in this form may cause me personal injury or death. By signing this agreement, I understand that I waive our rights to sue the Provider for losses relating to my personal injury or death that result from any negligence caused by the provider. I also acknowledge that I have read this agreement and understood it and all its implications in totality, and accept all conditions included, meaning I have a comprehensive understanding both of the services offered, and the risks inherent in the activities outlined, as well as my reduced rights to sue or undertake legal action under any circumstance.

Name of Individual: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Primary Address / Company Details: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Next of Kin / Emergency Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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By ticking the box, you consent for photos taken and used for marketing purposes.

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By ticking the box, you consent to being put on a mailing list for future updates.

Signature (Client): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature (Provider): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_