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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 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 Recreational Services:

**Leadership, Trust, and Communication:**

Natural horse training is all about trust, the strength of the bond, and the relationship with your equine partner. In this type of horsemanship, communication with the animal and letting it see and trust you as its leader is paramount. These things are taught, and refined in how you choose to interact with your horse in all situations, not just when you are riding.

**A Common Language:**

You will begin communicating with your equine partner in a language that they understand, and use the body language another horse would use. You will also take his very nature as an equine prey animal into account in your training, on a regular basis. You will earn credibility with the horse, and it will start to trust you and act like a partner. You will learn to use your breath, energy, and centre to become one with your horse.

**Psychology Based Horse Training:**

Using equine psychology to train a horse when done correctly is extremely effective. You will learn to understand what your horse is thinking and feeling by reading the cues in its body and observing its behaviour. This training is about the rider learning to read the horse and use appropriate timing and cues to get the desired response. This process first starts on the ground, which is the safest place to learn and observe your horse.

**A Solid Foundation on the Ground Leads to Success in the Saddle:**

When you have achieved a good foundation on the ground, you can then apply the same principles to riding, which results in a deeper understanding of the horse, and a connection which cannot otherwise be achieved, and better riding as a result. You will be surprised by how many of your common “issues” that you had become non-issues, because you fixed them on the ground using a method the horse easily understood. When you gain a solid foundation, you will have a lot more fun, and less difficulty in whatever discipline you choose. It can take more time than the traditional route, but it is more effective and rewarding. You will learn mindfulness of yourself, your horse, and the environment.

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

Hard shell helmets which conform to Australian safety standards must be worn at all times and without exception when you are mounted on a horse. The helmet must always be securely fastened, and will be replaced after any significant impact, or after it expires.

Riders must wear properly fitted horse riding boots. Do not wear loose-fitting or baggy clothing. All riding equipment should be maintained and inspected thoroughly before venturing out. 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. Riders will be paired to horses within their handling and riding abilities. Do not ride difficult horses. If riders need help with mounting, if possible, a mounting block will be used.

A horse should never be ridden or 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 attending the recreational 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 and their dependent(s) (if applicable) 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 my and/or my dependent(s) personal injury or death. By signing this agreement, I understand that I and my dependent(s) waive our rights to sue the Provider for losses relating to my and or my dependent(s) 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 Student: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Parent/Guardian (if Applicable): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

Primary Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_