

**LIABILITY WAIVER FORM  
EXCLUSION OF CERTAIN RIGHTS TO SUE**



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.

**Name and address of Provider:** A Richmond Valley Riding School  
100 Richmond Valley Road  
Richmond, Tasmania, 7025

The Participant acknowledges 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.

The Participant hereby acknowledges 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 also acknowledges 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:** Horse Riding, Arena & Open Area Instruction, Mounted & Unmounted INCLUDING Horse Management, Games, Trail Rides, Jumping, Horse Training, Equine Events & Pony Parties ,Activity Days and Agistment Facilities for Recreation with a horse.

**Steps taken by A Richmond Valley Riding School to avoid the danger of personal injury or death:**

Regular equipment/grounds inspection, trained staff, staff participant ratio compliant with the Industry Standard, adherence to industry code of practice, emergency procedures in place; contingency plans in place for emergencies; all coaches qualified first aid, communication procedures in place.

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 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 is 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.

**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 dependants personal injury or death. By signing this agreement I understand that I and my dependants waive our rights to sue the Provider for losses relating to my and or my dependants personal injury or death that result from any negligence caused by the Provider.

**Signature of Participant**

**Date**

**Printed name**

**Address**

  
  
  
State \_\_\_\_\_ PostCode \_\_\_\_\_

**Signature of Legal Guardian (if participant is U/18)**

# A RICHMOND VALLEY RIDING SCHOOL

## Confidential Riding Application and Medical History Form



NAME: .....(Rider). AGE:  (if under 18); Over 18  (check box)

CONTACT PHONE NUMBERS: .....

I am applying to ride with A Richmond Valley Riding School and I agree to the following:

- I will only ride the horse in a safe and controlled manner.
- I will wear an Australian/European/US Standard Approved riding/ helmet and the correct footwear at all times.
- I will read and follow all signs on the property and follow all instructions, including property rules.
- The Instructor may cancel my ride if I do not comply with any of these terms and conditions.

**APPROVED HELMETS ARE COMPULSORY**

Riding experience (1) The number of times the rider has ridden in the last 12 months.   
 (2) Indicate below the number of times the rider has ridden in total.

0-10	10-20	20-50	50-100	100+
Little experience	Some experience	Average experience	Experienced	Very experienced

The following information is intended to assist A Richmond Valley Riding School in case of any emergency with you/your child. Learning difficulties need to be discussed, so the Leaders are able to accommodate accordingly. Please describe any Learning Concerns if any.....

**Name and telephone numbers of contact people.**

Emergency Contact Name	Relationship to rider	Home	Work	Mobile
*To be completed if rider is under 18				
	* Mother (full name)			
	* Father (full name)			
	*			

**Do you (or your child) suffer from any of the following?**  NO (Please tick if applicable)

**Please circle:** Any pre-existing medical or other condition that may affect or risk other persons or myself.

Asthma, Diabetes, Epilepsy / Fits, Fainting / Dizziness, Blackouts / Migraines, Disability,  
 Heart / Blood Condition, Allergic Reactions, Pregnancy, Uneven Pupils, Recent Injuries, Medications,  
 Other.....

**Allergies**

Describe:.....

Describe reaction.....

**Tetanus Immunisation**

It is particularly important that people dealing with horses are immunised against tetanus. Tetanus is normally given at five years of age as Triple antigen or CDT and at fifteen years of age as ADT. Year of last tetanus immunisation.....

**Medication**

Is it necessary for you or your child to carry their own medication at all times.

Name of drug:..... Dosage..... Frequency.....

**Consent To Medical Attention**

I authorize the instructor in charge to administer first aid and call an ambulance if necessary for the medical attention of me and or my child. I agree to bear any cost thereby incurred.

Signature of Rider/Parent/Guardian:.....Date:.....

Name of Rider/Parent/Guardian: .....

**Privacy Statement – Privacy Act 1998**

By completing this form you are supplying A Richmond Valley Riding School with personal information about yourself. This information is needed to ensure your safety during your time with us. A Richmond Valley Riding School is required to collect this information by our insurance company and by the department of Workplace Health and Safety. This information you provide will not be supplied to any other organisation or used for any other purpose than that which is stated above

RIDER EXPERIENCE & INDUCTION (to be accompanied with physical induction on arrival)



Please print, fill in as much as possible and bring for completion.  
 (Allow approx 10-15 minutes prior to commencement of first lesson)  
 If details should change please inform coach and update relevant form/s.

PARTICIPANT NAME:.....AGE:.....DOB:.....

EMAIL.....

Where did you hear about us? Facebook  Website  Google  GumTree  Recommendation   
 Pony Party  Flyer  Yellow Pages  Other

❖ **Approx last time you rode?** NEVER  DAYS  WEEKS  MONTHS  YEARS   
 ➤ **Type of areas?** ENCLOSED ARENA  OPEN FIELD  BUSH  BEACH   
 ➤ **Whose Horse?** OWN/LEASE  BORROWED  RIDING SCHOOL  OTHER

❖ **Your riding levels:** N/A  LEAD ROPE  WALK  TROT  CANTER  GALLOP  JUMP   
 ➤ **Can you rise trot and steer un-assisted?** YES  NO  UNSURE   
 ➤ **Have you ever fallen off?** YES  NO  MORE THAN ONCE  ALMOST

❖ **Have you ever owned, borrowed or leased a horse?** YES  NO   
 ➤ **Do you have a horse currently?** YES  NO   
 ➤ **Do you intend to ride your horse here?** N/A  YES  NO  EVENTUALLY  UNSURE   
 ➤ **At what pace are you confident riding your horse?** N/A  LEAD ROPE  WALK  TROT   
 CANTER  GALLOP  JUMP

PLEASE TICK BELOW when DISCUSSED and UNDERSTOOD (Why, What, How, Where to Find etc.)

- Body Protectors are not compulsory but strongly recommended
- Current Standard Riding Helmet MUST be worn at all times
- Riding boots with flat sole or little grip, slip on with a heel to be worn, unless toe stoppers attached to stirrups
- Jodhpurs/comfortable full length trousers a must, no shorts/skirts. Long sleeve shirts preferable.
- Long hair tied back /minimum jewellery/no scarves
- Gloves/chappettes optional (offer some protection/warmth)
- I have listened to or read and accept the PROPERTY RULES**
- Rider mobile phones to be turned off and secured (may be kept on vibrate if essential)
- Lost property is kept until close of business each year then dropped at charity bin
- Emergency/Evacuation Procedures explained. Proceed to car park
- Parking Area/Overflow Car-park/Float Parking (emergency vehicle access to be kept free)
- I understand visitors with me must read & ACCEPT property rules & sign in/out each visit
- MISSED LESSONS INCUR A \$20 FEE: **Less than 24 hrs notice = full lesson price**
- I give permission for photos taken during lessons to be used for advertising purposes
- My initial queries/questions answered satisfactorily

I acknowledgement, understand and accept the above by signing below:

Parent/Legal Guardian **Name & Signature** (if participant u/18)

.....  
 .....

Participant Signature..... Date.....

# **RISK WARNING SIGN**

## **Exclusion of Right to Sue**

**These Conditions Affect Your Legal Right.**

### **PLEASE READ CAREFULLY**

**A Richmond Valley Riding School their employees and agents shall have no liability howsoever caused to YOU or any dependant for personal injury or death suffered by YOU or any dependant arising in any way whatsoever from the supply by A Richmond Valley Riding School of recreational services, including but not limited to**

**HORSE RIDING , ARENA & OPEN AREA INSTRUCTION (mounted & unmounted) including HORSE MANAGEMENT, TRAIL RIDES, HORSE TRAINING, EQUINE EVENTS & PONY PARTIES, AGISTMENT & ADVICE.**

### **“Recreational Services”**

**YOU acknowledge that Recreational Services are dangerous activities with many inherent risks as a result of which personal injury (and some times death) are common. YOU by your participation accept all risks of personal injury or death in any way whatsoever arising from your participation in such recreational activities and YOU and any dependants release and forever discharge A Richmond Valley Riding School and its employees and agents from all and any liability and claims arising from the supply of the Recreational Services.**