



# KELSO EQUESTRIAN

## INDOOR TRAINING CENTRE

### “RELEASE AND WAIVER OF LIABILITY”

#### HORSE RIDING IS A DANGEROUS ACTIVITY

**I understand and acknowledge that horse riding and handling is a dangerous activity and that horses can react in sudden and unpredictable ways, especially if frightened or hurt.**

**I understand and acknowledge that serious INJURY or DEATH may result from horse riding activities and in particular this ride/lesson.**

**I agree that I RIDE at my OWN RISK and that the proprietor/instructor shall not be liable for my personal injury, death, loss or damage occasioned to me or loss or damage occasioned to any of my possessions whether such liabilities arises out of any express or implied term of my riding in the ride/lesson or at common law or any other way.**

**I AGREE:**

- 1) Not to drink alcohol or take drugs prohibited by law before or during this ride/lesson.
- 2) To immediately report to the proprietor/instructor any injury to myself or the horse provided for my use during this ride/lesson and the manner of the occurrence of such injury.
- 3) To immediately advise the proprietor/instructor of any loss or damage to the harness, saddle and other equipment provided for my use during this ride/lesson.
- 4) To wear an Australian Standards (AS) approved helmet and the correct footwear at all times during this ride/lesson.
- 5) To control myself and the horse provided for my use during ride/lesson in proper and reasonable manner and to be responsible for the wellbeing and safety of the horse.
- 6) To not permit any other person/s to ride the horse without prior consent of the Proprietor/Instructor.
- 7) To pay due regard to safety of all other riders/instructors and or spectators using the facilities with me.
- 8) I consent to being evacuated and to the provision of first aid and medical treatment if I am injured or become ill.
- 9) I agree to pay for any such evacuation or provision of first aid or medical treatment including transport.
- 10) To follow the directions/instructions of the Trainer/Instructor at all times.
- 11) To be responsible for the control of all children I bring with me to this facility.
- 12) That the Centre may cancel my ride without refunding any fee if I do not comply with any of these terms and conditions.
- 13) I will disclose any pre-existing medical or other condition/s, that may affect or risk other persons or myself.
- 14) Not to bring any animals to the facility/property of KELSO Equestrian.

**HEALTH:**

I am in good health and have no physical disabilities:    YES    NO    (Please circle)

I have the following physical disabilities:.....

**FIRST NAME:**..... **FAMILY NAME:**..... **DATE OF BIRTH:**...../...../.....

**GUARDIAN/S FULL NAME:**.....

**ADDRESS:**..... **SUBURB:**..... **Post Code:**.....

**HOME PHONE:**..... **MOBILE:**..... **E-Mail:**.....

**LEVEL OF EXPERIENCE IN RIDING:** (Please circle)    **Beginner**    **Attended riding before**    **Intermediate**    **Advanced**

**OTHER** (Please Specify):.....

I UNDERSTAND THAT MY SIGNATURE TO THIS DOCUMENT CONSTITUTES A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY OF THE PROPRIETORS TO THE GREATEST EXTEND ALLOWED BY LAW IN THE EVENT OF ME AND OR THE CHILD UNDER MY CARE SUFFERING PROPERTY DAMAGE, INJURY OR DEATH.

**DATED:**...../...../2012                      **SIGNED:**.....

**(PRINT NAME):**.....

DUTY OF PROPRIETOR: I/WE..... WILL EXERCISE ALL DUE CARE AND SKILLS IN PROVIDING EACH RIDER WITH A SUITABLE HORSE AND WILL CONDUCT THE RIDE/LESSON KEEPING IN MIND THE WELFARE AND SAFETY OF THE RIDER. (Section 74 Trade Practice Act 1990)



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### LEGAL:

#### RIDERS:

All new riders/customers will need to sign the "Release and Waiver of Liability" form **before** the ride/lesson. Without signing this form you are not permitted in any circumstances to ride the horse!  
The approved Australian Standard (AS) helmet must be worn at all times while on the horse!  
The approved riding boots must be worn. (Sneakers or any other footwear are not permitted!)  
Protective vest are recommended, but at present time they are optional.  
Use common sense while you riding and protect yourself best as you can.

#### PARKING OF VEHICLES:

Parking of private vehicles on Kelso Equestrian grounds are outside the complex approx. 4 spaces or inside where is dedicated area where to park your car. Is **not permitted** in any circumstances to park the car front of the indoor arena driveway, under the Willow tree or where is possibility of danger, damage or injury to yourself or anybody else. ( Respect and obey the signs provided! )  
Speed limit at KELSO Equestrian is 5Km/h all the time !

#### VISITORS:

Visitors are Welcome at KELSO Equestrian Indoor Training facilities under conditions specified in this document.  
**Need to behave at all time in the manner which does not interfere with training in progress and not to interrupting lessons in any way.**  
**Parents required to control their children at all times. Children are not allowed to run, make noise or behave improperly.** Horses are animals which sometimes behave unpredictably if frightened or hurt. We try to prevent any injury and or harm to any person/s or horses while in training!

#### DOGS:

Dogs are **not** permitted to enter KELSO Equestrian premises at any time!

#### PAYMENT:

Payment for four weeks' agistment will be required on arrival of your horse. Kelso Equestrian will then render accounts for payment monthly in advance. Your co-operation with payments being made on time will be expected and appreciated.  
**Only cash and cheques** (*Made / Payable out to 'Kelso Equestrian'*) may be used for payment of accounts.  
Failure to meet our trading terms, your horse will be removed from this property after cooling off period of 14 days from the due date and sold or removed by a stock dealer under the provisions of the Horse Agistment Act 1994.  
Kelso Equestrian endeavours to provide first class facilities for first class clients who will respond to accounts in a first class manner. If that is not how you wish to manage your finances, then we respectfully suggest that you try another agistment property. Dishonored cheque attract \$35.00,-fee charged to your outstanding account. Punative accounting charges for late payment of accounts begin at **10% per week** that the account is overdue. We trust that we shall not have to use them!

#### LEGAL - AGISTERS AT KELSO EQUESTRIAN:

It is a sad fact that businesses have to make enormous efforts to protect themselves from frivolous litigation. Kelso Equestrian is no exception and we have been advised to ensure that **EACH RIDER** signs the appropriate 'Horse Agistment Contract' forms. Accordingly, before your horse arrives, we shall require you - and whoever else may ride your horse - to sign such forms.  
Only persons who have signed this form, the 'Horse Agistment Contract' and the 'Risk Warning" and "Release and Waiver of Liability' form will be permitted to agist and ride at Kelso Equestrian.  
All riders must use Australian Standards Approved riding helmets. All riders and handlers must use appropriate protective foot wear.

#### YOUR HORSE - SICKNESS AND INJURY:

No matter how well an agistment farm is managed, there is still the possibility of sickness or injury visiting your horse. Regrettable as these occurrences are, Kelso Equestrian will not under any circumstances be liable for such events. We shall make every effort to ensure that your horse remains safe and healthy, but in the event that your horse does succumb to an illness or injury, all associated costs involved shall be borne by you. Please call your own veterinary surgeon when required. If you advise us who your vet is, then we may contact that vet for you in the event of our becoming aware of a problem with your horse that requires urgent attention and our being unable to contact you first. Should that vet be unavailable, we may contact another veterinary surgeon on your behalf. Please note that all veterinary expenses incurred in this manner remain payable by you. We encourage you to insure your horse, saddlery and equipment against all risks at all times. All equipment left in the tack room is left at your own risk.  
Routine vaccination and dental care are your responsibility.

#### WORMING:

All agisted horses must be wormed on arrival, or you must have a certificate to indicate that they have just been wormed within the last two weeks. All horses on Kelso Equestrian will be wormed regularly using oral pastes. That will be done by the management. The reasonable cost of so doing will appear on your subsequent account.

#### SAFETY:

Unless your horse is in its paddock, it must be restrained at all times to ensure the safety of other horses, people and their property. Kelso Equestrian will not be responsible for damage caused by your horse to anyone's property.

Sincerely

Management of KELSO - Equestrian Indoor Training Centre