



WAIVER, RIDING AGREEMENT and EXCLUSION OF CERTAIN RIGHTS TO SUE

WARNING: Under the provisions of the Fair Trading Act 1999 (Vic) several conditions are implied into contracts for the supply of certain goods and services. These conditions mean that the Centre named on this form is required to ensure that the recreational services it supplies to you are:

- rendered with due care and skill; and
- as fit for the purpose for which they are commonly bought as it is reasonable to expect in the circumstances; and
- reasonably fit for any particular purpose or might reasonably be expected to achieve any result you have made known to the Centre.

Under section 32N of the Fair Trading Act 1999, the Centre is entitled to ask you to agree that these conditions do not apply to you. If you sign this form, you will be agreeing that your rights to sue the Centre under the Fair Trading Act 1999 if you are killed or injured because the services were not rendered with due care and skill or they were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in this form

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the Centre's part. "Gross negligence" is defined in the Fair Trading (Recreational Services) Regulations 2004.

ACKNOWLEDGMENTS

1. Horse riding involves a significant degree of physical exertion and physical risk and is undertaken for the purpose of recreation, enjoyment and leisure.
2. I engage in horse riding entirely at my own risk and accept that horse riding is a dangerous activity with many inherent risks.
3. I accept that I am responsible for my own actions and the actions of those people in my care and control.
4. A reference to 'the Centre' in this contract includes the Glenbrae Equestrian Club, Glenbrae Equestrian Centre, the operating company Jacques R. Pty Ltd and the property owners B. and S. J. Hodgson and C. J. Le Bas de Plumetot, directors, officers, employees, agents, successors and assigns.
5. The services provided by the Centre are 'recreational services' for the purposes of the *Fair Trading Act 1999 (Vic)* and *Trade Practices Act 1974 (Cwth)*.
6. The Centre does not make any warranty concerning the nature, habits and disposition of any horse supplied by it.
7. This riding agreement contract is for the calendar year in which it is signed but will apply beyond this time unless revoked.

TERMS AND CONDITIONS OF RIDING

8. I will waive my rights

I will not bring any claim, demand, action or suit against the Centre in relation to personal injury or death, and also any loss, injury or damage I sustain as a direct or indirect result of horse riding organised by the Centre. This waiver applies irrespective of any liability, fault or negligence of the Centre.

9. I will indemnify the Centre

I will indemnify the Centre against any claim, demand, action or suit brought by third parties (including a child for whom I have responsibility) in relation to any personal injury or death, and also any loss, injury or damage which is a direct or indirect result of horse riding pursuant to this agreement. This indemnity applies irrespective of any liability, fault or negligence of the Centre.

10. I will ride safely

I will only ride the horse in a safe and controlled manner. I will wear an Australian Standard Approved helmet and the correct footwear at all times. I will read and follow all signs on the Centre's property and follow all the Centre's instructions.

11. I will accept and pay for assistance

I consent to being evacuated and to the provision of first aid and medical treatment if I am injured or become ill. I agree to pay for any such evacuation or provision of first aid or medical treatment for myself or my horse. I acknowledge and agree that I will pay any costs or expenses incurred by any person or organisation for or on behalf of my horse or as a result of a quarantine standstill such as in the E1 outbreak in 2007.

12. Health of Horse(s)

I declare that each horse named on the attached entry form will only be transported to Glenbrae if it

has been in good health and eating normally

has not shown signs of respiratory disease (no nasal discharge, cough or sneeze)

has not had a high temperature (over 39°C) during the three days leading up to the event and had a temperature below

38.5°C immediately prior to departure.

I give my authorisation for Glenbrae staff to call for veterinary inspection of a horse named on this entry form and in my care should they be showing signs of a respiratory illness at any time during the course of the event. I agree to pay any veterinary fees incurred as a result of this veterinary examination.

AGREEMENTS: By signing this agreement I understand that I and my dependants waive our rights to sue.

The rider's agreement

I have read, understood and agree to the acknowledgements, terms and conditions.

Full Name:.....Age (Under 18):.....

Address:.....Riding Experience:.....

Signature:Date:.....

Ph:.....Mobile:.....Emergency Contact:.....

The parent or guardian's agreement

I am the rider's parent or guardian and I have read and understood the acknowledgements, terms and conditions.

I agree to them. I agree for the rider to be bound by them.

Full name:.....Signature:.....