



## Release and Waiver of Liability Horse Sports are a Dangerous Activity

Supplier of recreational service:

Empowerment 4 Riders

In consideration for being permitted to participate in any way in horse sport activities, I, the undersigned, understand, acknowledge and accept that:

Horse sports are a dangerous recreational activity and horses can act in a sudden and unpredictable (changeable) way, especially if frightened or hurt.

There is significant risk that serious **INJURY** or **DEATH** may result from horse sport activities and in particular this activity.

I/We confirm the Recreational Service Supplier has explained this document to me/us and I/we am/are aware of the implications, intent and effect of agreeing to signing the document. I/We furthermore confirm I/we am/are aware of the obvious risks associated with activities involving horses and I/we knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the Recreational Service Supplier (hereafter referred to as the "Releasees") or others and I **voluntarily PARTICIPATE** at my **OWN RISK** and assume sole responsibility for any injury, death or property damage I may suffer that arises from my participation in horse related activities.

I understand and acknowledge the dangers associated with the consumption of alcohol or any mind altering drugs before and during the activity and I take full responsibility for any injury, loss or damage associated with their consumption. I agree not to drink alcohol or take drugs prohibited by law before or during this activity.

I agree to follow the directions given to me and that any misconduct or refusal by me to follow any direction can result in the **CANCELLATION** of participation in the activity and my immediate removal from any horse **NO MATTER** where that may occur. I understand that any such non-compliance may result in injury, death and/or permanent disability and I agree to indemnify the Releasees against all claims made by any person as a result of my failure to comply.

I agree to wear a helmet at all times whilst riding and agree that I am solely responsible for ensuring that I wear a suitable helmet at all times and take sole responsibility for my actions.

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS AND AGREE NOT TO SUE the Recreational Service Supplier, their officers, officials, volunteers, coaches, agents and/or employees, other participants, sponsoring agencies, sponsors and if applicable, owners and lessors of premises used to conduct the activities (all of whom are referred to as "Releasees") WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, OR loss or damage to person or property, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

Name of Participant: \_\_\_\_\_

Phone: \_\_\_\_\_ Date of birth: \_\_\_\_\_

Occupation: \_\_\_\_\_

Details of riding experience: \_\_\_\_\_

### Agreement to exclude, restrict or modify your rights:

I agree that the liability of the above named Recreational Service Supplier for any personal injury that may result from the supply of the recreational services that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) is completely and unconditionally —

(a) excluded;

I/we have had sufficient opportunity to read this release of liability and assumption of risk agreement or where required, explained to me/us, fully understand its terms, understand that I/we have given up substantial rights by signing it, and sign it freely and voluntarily without inducement, undue pressure or influence of any kind.

Signature of Participant: \_\_\_\_\_ Dated: \_\_\_\_\_

Name and address of Participant \_\_\_\_\_

Signature of witness: \_\_\_\_\_ Dated: \_\_\_\_\_

Name and address of witness: \_\_\_\_\_



### Your rights:

Under sections 60 and 61 of the *Australian Consumer Law (SA)*, if a person in trade or commerce supplies you with services (including recreational services<sup>1</sup>), there is—

- a statutory guarantee that those services will be rendered with due care and skill; and
- a statutory guarantee that those services, and any product resulting from those services, will be reasonably fit for the purpose for which the services are being acquired (as long as that purpose is made known to the supplier); and
- a statutory guarantee that those services, and any product resulting from those services, will be of such a nature, and quality, state or condition, that they might reasonably be expected to achieve the result that the consumer wishes to achieve (as long as that wish is made known to the supplier or a person with whom negotiations have been conducted in relation to the acquisition of the services).

### Excluding, restricting or modifying your rights:

Under section 42 of the *Fair Trading Act 1987*, the supplier of recreational services is entitled to ask you to agree to exclude, restrict or modify his or her liability for any personal injury suffered by you or another person for whom or on whose behalf you are acquiring the services (a **third party consumer**).

If you sign this form, you will be agreeing to exclude, restrict or modify the supplier's liability with the result that compensation may not be payable if you or the third party consumer suffer personal injury<sup>2</sup>.

### Important

You do not have to agree to exclude, restrict or modify your rights by signing this form.

The supplier may refuse to provide you with the services if you do not agree to exclude, restrict or modify your rights by signing this form.

Even if you sign this form, you may still have further legal rights against the supplier.

A child under the age of 18 cannot legally agree to exclude, restrict or modify his or her rights.

A parent or guardian of a child who acquires recreational services for the child cannot legally agree to exclude, restrict or modify the child's rights.

### Definitions

1 **Recreational services** are services that consist of participation in—

- a sporting activity or similar leisure-time pursuit; or
- any other activity that involves a significant degree of physical exertion or risk and is undertaken for the purposes of recreation, enjoyment or leisure.

2 **Personal injury** is bodily injury and includes mental and nervous shock and death.

### Further information:

Further information about your rights can be found at [www.ocba.sa.gov.au](http://www.ocba.sa.gov.au)