



RELEASE OF WAIVER OF LIABILITY

*K & L Transport Pty Ltd (trading as Uncle Nev's)
1115 Wallan-Whittlesea Rd Upper Plenty Victoria 3756*

RISK WARNING

**These Conditions Affect Your Legal Rights
and Obligations**

**PLEASE READ THIS DOCUMENT
CAREFULLY and ONLY SIGN IF YOU FULLY
UNDERSTAND THE CONTENTS**

**For participants under 18 this document must be
signed by a parent or legal guardian.**

Activity description HORSE TRAIL RIDING



APPLICATION & RELEASE OF WAIVER OF LIABILITY

K & L Transport Pty Ltd (trading as Uncle Nev's)

Full Name of attendee (include Parent/ legal guardian name if attendee is under 18 years)

.....

Address

State.....Post Code..... Contact No.Date of Birth.....

Horse Sports are a Dangerous Activity this includes Trail Riding

RISK Warning

I am aware that by my participation in any activities arranged by the Provider, certain risks or dangers may occur which could include:

- Physical, bodily, or psychological injury or death.
- Physical exertion to which I am not accustomed.
- Failure of equipment or use of inadequate equipment.
- There may be no or inadequate facilities for treatment or transport to treatment if I am injured.
- I may cause injury to another person and/or other persons may cause injury to me.
- I maybe injured or die due to negligence, breach of contract or breach of statutory duty or guarantee of the Provider.

I acknowledge that the activities are being undertaken for the purpose of recreation, enjoyment or leisure, and involve a significant degree of risk of physical harm.

I acknowledge that the Activity may be undertaken with one or more other persons as part of a group and that the Provider is not liable for the actions of other participants in the group activity.

By signing below, I acknowledge, agree and understand that the risk associated with the Activities and/or recreational services have been explained to me. I undertake any such risk voluntarily and at my own risk

I acknowledge that the risk warning above constitutes a "risk warning" in accordance with the Civil Liability Act 2002(NSW) and the Civil Liability Act 2002 (WA)

Participants Warranties

- I AGREE to abide by the Providers RULES and any DIRECTIONS or INSTRUCTIONS given to me by the Provider during the course of the Activities.
- I AGREE to use and/or wear any equipment given to me by the Provider.
- I DECLARE that I am MEDICALLY and PHYSICALLY FIT and ABLE to participate in the Activities. I ACKNOWLEDGE THAT I must and agree that I will, DISCLOSE any PRE-EXISTING medical or other condition, injury or concern **that may effect the risk** that either I or any other person will suffer injury, loss or damage during the course of the Activities and NOTIFY the Provider of any injuries, illness or concerns that may arise during the Activity.
- I WILL NOT engage in any RECKLESS, NEGLIGENT or FOOLISH BEHAVIOUR or any other behaviour that is likely to cause injury to me, any other participant or person.
- I AGREE that if I suffer any **injury or illness** the Provider may provide evacuation, first aid and/or medical treatment at **MY EXPENSE** and **MY ACCEPTANCE** of these terms and conditions constitutes **MY CONSENT** to EVACUATION, FIRST AID or MEDICAL TREATMENT.
- I DECLARE that I have not consumed any alcohol or mind altering substance, or medication that may impact my judgement or physical capacity, before or at the time of engaging in the Activities.

Exclusion of Liability

- I AGREE TO and UNCONDITIONALLY RELEASE, WAIVE, DISCHARGE and FOREVER HOLD HARMLESS, the Provider or ANY of its employees, agents, directors, or officers, from ANY claims as a result of **any personal injury sustained**, whether caused by the Provider's negligent act or wilful act or omission, breach of contract, breach of statutory duty, error, or otherwise in connection with or arising out of the Activities.
- I AGREE that the Provider will NOT be LIABLE for any CLAIMS for personal injury that may be brought against it as a result of or in connection with any act, omission, default, failure or error on the part of the Provider and **AGREE to INDEMNIFY** and keep indemnified the Provider in respect of any such claims.

WAIVER

- It is possible for a supplier of recreational services to ask you to AGREE that the statutory guarantees under the *Australian Consumer Law* (which is schedule 2 to the *Competition and Consumer Act 2010* (Cth)) do not apply to you.
- IF YOU SIGN THIS FORM, you will be agreeing **that your rights**(or the rights of the person for whom or on whose behalf you are acquiring the services) **to sue** the Provider in relation to the Provider's services or the activities you undertake because the services or activities provided were not in accordance with the guarantees **are excluded, restricted or modified as set out below.**

For Victoria

Warning under the Australian Consumer Law And Fair Trading Act 2012 (Vic)

Under the *Australian Consumer Law (Victoria)*, several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you—

- Are rendered with due care and skill; and
- Are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- Might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the *Australian Consumer Law and Fair Trading Act 2012*, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the *Australian Consumer Law and Fair Trading Act 2012* if you are killed or injured because the services provided were not in accordance with these guarantees, 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 supplier's part. **Gross negligence**, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair Trading Regulations 2012 and section 22(3)(b) of the *Australian Consumer Law and Fair Trading Act 2012*.

Agreement to exclude, restrict or modify your rights:

I agree that the liability of the Provider 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 excluded.

Declaration and Signature

I have read carefully and understand this risk warning and waiver of liability and sign it feely and voluntarily without inducement of any kind.

Signature of Participant: _____ Date: _____

Signature of Witness (staff to sign) _____ Date: _____

For Participants under age 18

This is to certify that I, as a parent/guardian with legal responsibility for the Participant, acknowledge, understand and accept all of the above and consent to his/her release as provided above. I release and agree to indemnify and hold harmless the Provider from any and all liabilities arising from my minor child's involvement or participation in the Activities and/or recreational services, even if arising from the negligence of the Provider.

Signature of Legal Guardian: _____ Date: _____

Name (Print): _____

Signature of Witness _____ Date: _____

Confidential Riding Application and Medical History

I am applying to ride at Uncle Nev's and I agree to the following:

- **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 property and follow all instructions.**
- **The Management may cancel my ride without refunding any fee if I do not comply with any of these terms and conditions.**

HELMET REQUIRED (Please tick):

WILL WEAR MY OWN HELMET (Please tick):

RIDING EXPERIENCE: (1) Indicate the number of times the rider has ridden in the last 12 months. _____

(2) Circle below the number of times the rider has ridden in total.

0-10	10-20	20-50	50-100	100-500	500-1000	>1000
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RIDING ABILITY: I confirm that I have safely ridden at these levels in the past (please circle): Walk / Trot / Canter

EMERGENCY CONTACT: (Must be completed)

Contact Name	Relationship to rider	Home Ph:	Work Ph:	Mobile Ph:

MEDICAL HISTORY

Do you, or your child, suffer from any of the following? NO (Please check box if applicable)

Please check box for any pre-existing medical or other condition that may affect or risk other persons or yourself.

Asthma Diabetes Epilepsy / Fits Fainting / Dizziness Blackouts Disability
 Heart Condition Allergy Pregnancy Back Pain Recent Injuries

Other:

If you suffer from Allergies please describe the allergy and your reaction:

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MEDICATION

If it is necessary for you, or your child, to carry medication at all times, please provide:

Drug Name: Dosage..... Frequency.....

CONSENT TO MEDICAL ATTENTION

I authorise the Provider to administer first aid and call an ambulance if necessary for the medical attention of myself, or my child. I agree to bear any cost thereby incurred.

SIGNATURE OF RIDER (or Parent/Guardian if under 18): Date:.././.....

NAME OF RIDER (or Parent/Guardian if under 18):

Privacy Statement – Privacy Act 1998

By completing this form you are supplying Uncle Nev's with personal information about yourself. This information is needed to ensure your safety during your time with us. Uncle Nev's 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.