

Koobah Performance Horses Pty Limited

ABN: 17 089 975 128

Release and Waiver of Liability Assumption of Risk and Indemnity Agreement

Equine Activities at Meadowbank, 95 Spains Lane Kingswood NSW 2340 **Event (if applicable):**

NOTE: the Competition & Consumer Act 2010 ("the Act") implies a warranty of due care and skill into contracts for the supply of services to consumers, as defined in the Act. To the extent that the warranty applies to any contract relevant to the Release and Waiver of Liability, it cannot be excluded.

Subject to that warranty, if applicable and IN CONSIDERATION of being permitted to compete, officiate, observe, work for, or participate in any way in the equine activity and/or EVENT, EACH OF THE UNDERSIGNED, for himself/herself, his/her personal representatives, heirs and next of kin:

1. Acknowledges and agrees to abide by the rules, regulations and follow all instructions of Koobah Performance Horses (the Company), its staff and representatives and/or organisers, management, officials and volunteers of the equine activity and/or event.
2. Acknowledges, agrees and warrants that, if at any time, he/she feels anything to be unsafe, he/she will immediately advise the Company and/or officials of such and refuse to participate further in the equine activity and/or EVENT.
3. Acknowledges the dangers associated with the consumption of alcohol, illicit drugs and some medications and agrees not to consume alcohol or take such drugs before or during the equine activity and/or event.
4. Agrees to wear a helmet of the currently approved Australian Standard in all activities where the rules and regulations governing the activity require the wearing of a helmet and acknowledges and agrees that the rider is solely responsible for ensuring that a suitable helmet is worn at all times when undertaking any equine activity.
5. Acknowledges and agrees that he/she has undertaken the activities freely, voluntarily and absolutely at his/her own risk with a full appreciation of the nature and extent of all risks involved in the activities.
6. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Koobah Performance Horses Pty Ltd (the company), officials, volunteers, medical personnel, any persons, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the EVENT and/or equine activity, premises and event inspectors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENT and/or equine activity and each of them, their directors, officers, agents and employees, all for the purposes as herein referred to as "Releasees", FROM ALL LIABILITY, TO THE UNDERSIGNED, his/her personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OR RELATED TO THE EVENT AND/OR EQUINE ACTIVITY, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
7. HEREBY acknowledges that the equine activity and/or THE EVENT and equestrian related activities ARE VERY DANGEROUS recreational activities and involve the risk of serious injury and/or death and/or property damage. Each of the UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE/MEDICAL OPERATIONS OR PROCEDURES OF THE RELEASEES OR OTHERWISE.
8. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of or related to the equine activity and/or EVENT, WHETHER CAUSED BY THE RELEASEES OR OTHERWISE.
9. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the equine activity and/or EVENT WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

10. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the State/Territory in which the equine activity and/or the EVENT is conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

11. Confirms that the rider is in good health and does not suffer from any disability which will affect their ability to participate.

12. ACKNOWLEDGES AND AGREES THAT PHOTOGRAPH(S)/IMAGE(S) OF PEOPLE FROM THE EQUINE ACTIVITY AND/OR THE EVENT MAY BE USED in publications, promotional/marketing material, on websites and social media pages for promotion purposes by the company, its agents, contractors, sponsors and promoters. Each of the undersigned expressly give consent for such use of images.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

BY SIGNING HEREUNDER I CONFIRM HAVING READ AND UNDERSTOOD THE CONTENTS OF THIS DISCLAIMER.

NAME (BLOCK LETTER)

WITNESS

SIGN HERE

DATE

HELMET WAIVER ONLY APPLICABLE FOR THOSE OVER 18 WHO CHOOSE NOT TO WEAR A HELMET

I UNDERSTAND that horse riding and handling is a dangerous sport and that I can be injured or killed. I have been advised to wear an Australian Approved Horse Riding Helmet and take full responsibility for my decision not to wear an approved safety helmet.

SIGN HERE

DATE

PARENT/GUARDIAN CONSENT FOR UNDER 18 YEAR OLD PARTICIPANTS.

I, _____ being the parent/guardian of _____, confirm that I have read the whole of this document and have taken all necessary actions to ensure I am aware of the activity which the above named, will be asked to participate in and consent to him/her participating. In doing so, I acknowledge that equestrian activities are dangerous and that accidents causing death, bodily injury, disability and property damage can and do happen. I agree that neither Koobah Performance Horses Pty Ltd, officials, volunteers, medical personnel, any persons promoters, sponsors, advertisers, owners and lessees of premises and each of them, their directors, officers, agents and employees shall be under any liability whatsoever for the death or any bodily injury, loss or damage which may be suffered or incurred by the abovenamed or by me in or being present at any activity conducted by, or on behalf of the Company except for any rights the abovenamed or I may have arising under the Competition & Consumer Act (2010) (or similar legislation).

It is compulsory for a minor to wear an Approved Australian Standard Helmet whilst mounted on a horse. I as the parent/guardian of any minor/child under my care take sole responsibility for said minor/child in all capacity of supervision and actions whilst at the property and/or participating in the equine activity and/or event.

By signing hereunder I confirm having read and understood the contents of this disclaimer.

NAME (BLOCK LETTER)

WITNESS

SIGN HERE

DATE