Confidential Riding Application and Medical History Form Rider's name: Contact Numbers: Age: I am applying to ride with Terrey Hills Riding School. I agree to the following: \(\sime\) 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 Instructor/Guide may cancel my ride without refunding any fee if I do not comply with any of these terms and conditions The number of times the rider has ridden in the last 12 months Riding experience Indicate below the number of times the rider has ridden in total 50 - 100 0 - 10 10 - 20 20 - 50 100 + Little experience Some experience Average experience Experienced Very experienced In the case of any emergency the following information is intended to assist: Name and telephone numbers of contact people. ** Legal guardian details must be provided if rider is under 18 years of age **Emergency contact name** Relationship with rider Mobile Home Work Are there any learning difficulties that need to be discussed, so the Instructors/Guides are able to accommodate accordingly? Please describe: Do you (or your child) suffer from any of the following? NO (Please tick if applicable) Please tick: Any pre-existing medical or other condition that may affect or risk other persons or myself. Asthma Diabetes Epilepsy / Fits Fainting Blackouts Disability Back injury Uneven Pupils Heart Condition Blood Condition Pregnancy Dizziness Migraines Medications Allergic Other (describe) Recent injury Reactions **Allergies** Please describe allergy and reaction Consent To Medical Attention I authorise the instructor in charge to administer first aid and call an ambulance. I agree to bear any cost thereby incurred. Signature of Rider Signature of Legal Guardian (if participant is U/18)

Privacy Statement – Privacy Act 1998

By completing this form you are supplying **the Provider** with personal information about yourself. This information is needed to ensure your safety during your time with us. **The Provider** 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

Date:

Date:



WAIVER, RELEASE AND INDEMNITY

RIDER/PARTICIPANT NAME:	

Definitions

"The Proprietor" means Lauren Seeley trading as Terrey Hills Riding School (ABN 26 193539 068) "Horse-riding activities" means horse-riding, lessons, trail rides, horse handling, clinics, work experience & volunteering, horse leasing, facility hire and all associated activities.

RISK WARNING

Horse-riding and its associated activities (including horse-care and handling) is inherently dangerous and involves a risk of personal injury, including permanent disability or death, to participants. Any such injury can occur not only as a result of your own actions but from the action, omission or negligence of others.

DECLARATION, RELEASE AND INDEMNITY

By signing below, I:

- Acknowledge, agree and understand that my participation in the horse-riding activities supplied by the Proprietor may involve risk. I acknowledge that the risk warning above constitutes a "risk warning" pursuant to the Civil Liability Act 2002(NSW) and I agree that I voluntarily assume all risks in connection with my participation in the horse-riding activities;
- 2. Warrant that I am medically fit to participate in the horse-riding activities;
- Warrant that I will inspect the horse-riding areas and any equipment supplied and agree that I
 will not participate in the horse-riding activities unless I am satisfied with the adequacy and
 condition of the said horse-riding areas and equipment;
- 4. Agree that I will abide by the rules and conditions set by the Proprietor, including wearing an approved helmet while participating in the horse-riding activities;
- 5. Acknowledge that the Proprietor is not liable for the breach of any express or implied warranty that the services it provides will be provided with reasonable care and skill;
- 6. Acknowledge that I participate in the horse-riding activities at my own risk and except to the extent that the law, including the Competition and Consumer Act 2010 provides that liability cannot be extended, waive, release and discharge the Proprietor from all claims, rights and causes of action that may arise from any act, omission, default, failure or error on the part of the Proprietor or its employees/volunteers (including any negligent act, omission, default, failure or error) occurring wholly or partially during the course of the horse-riding activities;
- 7. Agree to indemnify and keep indemnified the Proprietor and its agents and employees from any liability, claim or cause of action that may be brought against the Proprietor as a result of, or in connection with any act, omission, default, failure or error on the part of the Proprietor or its agents or employees (including any negligent act, omission, default failure or error) occurring wholly or partially during the course of the horse-riding activities.

- 8. Acknowledge that to the maximum extent permitted by the Competition and Consumer Act 2010, the Proprietor excludes liability to me for:
 - a. Death;

Signed:

- b. Physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
- c. The contraction, aggravation or acceleration of a disease;
- d. The coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:
 - i. That is or may be harmful or disadvantageous to me or the community;
- ii. That may result in harm or disadvantage to me or the community; arising out of any failure by the Proprietor or its agents or employees to comply with any consumer guarantees applying to the services and activities supplied by the Proprietor.

I HAVE READ AND UNDERSTAND THE CONTENTS OF THIS WAIVER, RELEASE AND INDEMNITY FORM, AND AGREE TO BE BOUND BY THEM

Name: _		
Address: _	_	
Date:		
Signature of Witness: _		
Name of Witness:		
	IINORS rs of age on the date this Waiver, Release and Ind d by your parent or guardian.	demnity form is signed,
EXECUTE THIS RELEA HAVE READ AND UND!	GUARDIAN OF THE RIDER NAMED ABOVE AN SE AND INDEMNITY ON BEHALF OF THE RIDE ERSTOOD THE WAIVER, RELEASE AND INDEM DER, TO BE BOUND BY ITS CONDITIONS.	ER. I CONFIRM THAT I
Signed:		
Name of parent/guardia	n:	
Date:		
Signature of Witness:		
Name of Witness:		