

RISK WARNING, WAIVER & INDEMNITY

For the purposes of this document:

- (a) The provider shall mean;
- Estelle Jayne Lavender, or her servants, agents or assigns;
 - Estelle Jayne Lavender trading under the name or style of Jayne Lavender Horsemanship/Horsemanship with Jayne Lavender, and/or any proprietors, directors, secretaries, servants, agents or assigns of Jayne Lavender Horsemanship/Horsemanship with Jayne Lavender,
 - Estelle Jayne Lavender trading under the name or style of Heart of Horsemanship and/or any directors, secretaries, servants, agents or assigns of Heart of Horsemanship whichever is applicable;
- (b) The property shall mean 177 Salmon Bark Road, Serpentine in the State of Western Australia.
- (c) The occupier shall mean Brian Bolton and the registered proprietor/s from time to time of the property and persons having an equitable interest in the property.

- 1 The provider has warned me (the signature of whom appears below) of the risks set out below at the Schedule of Risks.
- 2 I understand that this document represents a **RISK WARNING** for the purposes of Section 51 of the Civil Liability Amendment Act 2003.
- 3 I willingly assume the risks outlined below, for the purposes of Section 5(2) of the Occupiers Liability Act 1985, which provides that the occupier of the property does not owe me any duty of care for risks I have willingly assumed.
- 4 In signing this document, I understand that I **HEREBY FORFEIT THE LEGAL RIGHT TO SEEK COMPENSATION** in the event I suffer loss, whether by personal injury, or property damage, or any other damage.

The Schedule of Risks

- 5 I acknowledge that I have been advised of the following:-
- (a) A horse is a large, heavy animal. It may become startled and jump or bolt without prior warning. A horse's reaction to sounds, sudden movement, unfamiliar objects, unfamiliar people or other animals, whether unfamiliar or not, is unpredictable and potentially harmful to me, whether I am riding a horse or not.
- (b) A horse can bite, bolt whether the horse is being ridden or not, buck the rider from the horse, fall whether the horse is being ridden or not, jump, kick persons, rear, roll on persons, shy, slip or stumble, causing the rider to fall from the horse. A horse may also stand on persons, and cause persons to come into contact with fences or other inanimate objects, whether they are riding the horse or not.
- (c) While a person is on or near a horse or horses the risks persons may face may increase in a wide range of circumstances, including, but not limited to:
- (i) If more than one horse is handled/ridden at the same time e.g. in a confined space such as an arena;
 - (ii) The horse is jumped or ridden cross country;
 - (iii) The horse and/ or handler attempt to negotiate obstacles, such as jumps, bridges, curtains, hoops and other obstacles;
 - (iv) Other riders/handlers are unable to control their horses safely for want of skill/experience;
 - (v) Other riders/handlers fail to obey applicable rules or are negligent;
 - (vi) The condition of the venue or terrain is affected by weather; and
 - (vii) The horse is led on to or off a float or truck.

- (d) The following are or may be present, or can occur, on the property or land adjoining the property, and can increase the risk of property damage, personal injury or death to me and/or my horse:-

Dogs, horses, cattle, sheep and other farm animals (alone or grouped), motor vehicles, including motor cycles, tractors, farm machinery and equipment, whether operational or not, wildlife, including kangaroos, snakes and emus, dry, wet, or extreme weather conditions, other riders and their horses, rails, poles, grids, fences, gates and other equine training or general farm equipment.

Because of the risks set out above, I will be exposed, by riding, handling, or being in the vicinity of a horse or horses, to the possibility of *death, serious personal injury, disability and, including but not limited to brain damage, paraplegia, tetraplegia, quadriplegia, spinal injuries, cranial injuries, soft tissue injuries, skeletal injuries (including breaks and fractures), muscular injuries, lacerations and contusions or lesser injuries.* Such injuries may also cause me to suffer incapacity for any form of employment, even if I act safely and wear appropriate safety equipment, including an Australian Standards approved riding helmet and heeled boots.

- 6 In return for permitting me to participate in certain horse-related activities (“activities”) conducted on the property, I agree with the Provider and the Occupier that each time I participate in the activities:-
- (a) I engage the activities at my own risk.
- (b) The Provider and the Occupier will not be liable for any harm (as defined by Section 3 of the Civil Liability Act 2002 (WA) to me or death of or injury to my horse because of:-
- (i) A breach of an express or implied warranty or condition that the activities will be rendered with reasonable care and skill;
- (ii) A breach of a warranty implied by Section 74 of the Trade Practices Act 1974 (Cth);
- (iii) The negligence or default of the Provider under the general law; or
- (iv) The realisation of any of the Risks.

7 I will not make any claim or bring any legal action against the Provider, or the Occupier relating to or in connection with any loss, death, damage or injury.

8 I will indemnify the Provider, and the Occupier against all expenses, losses, liabilities, damages and legal costs that it or they sustain or incur by reason of any claim or action by or on behalf of me or my parent/guardian.

Severability

If any provision of this document is illegal, unenforceable or void by reason of any present or future law, it must be severed, and this document must be construed without in and the remainder given full force and effect.

I ACKNOWLEDGE THAT I HAVE READ THIS DOCUMENT, UNDERSTOOD IT AND THAT BY SIGNING IT, I HAVE SURRENDERED IMPORTANT LEGAL RIGHTS.

Dated this _____ day of _____ 20____

The Provider’s Signature

The Occupier’s Signature

The Participant’s Full Name and Signature _____

Participant’s Full Name in letters: _____

Participant’s Address: _____

Participant’s Telephone Numbers: _____

Participant’s Email Address: _____