

Riding Waiver

Blazing Saddles Trail Rides ABN 67 103 784 167

Application to Ride

The Rider acknowledges following disclosures and agrees to the terms and conditions in this Application to ride horses. If the Rider is under 18, their guardian acknowledges the following disclosures and agrees to the terms and conditions in this Application to ride horses.

Blazing Saddles Trail Rides (ABN 67 103 784 167) (**BSTR**) of 115 Bimbadeen Drive, Aireys Inlet, VIC 3231 (**Property**), its officers, employees, agents and contractors, and Caroline Fiona Wood (the owner of BSTR) (**CFW**), warn every person riding, handling, touching or going near a horse that:

1. Horse riding may be dangerous and by choosing to participate in any trail rides facilitated by BSTR, the Rider accepts and assumes such risks, both known and unknown, and assumes full responsibility for their participation.
2. The Rider is aware that horse riding, along with handling, touching or going near a horse involves inherent risks. A horse can bite, buck, bolt, jump, rear, kick, stumble, stop and turn, or stand on a person. The Rider recognises that horses are living animals, each horse has different nature and temperament and that they may act in an unpredictable manner, particularly when frightened or mistreated.
3. The Rider accepts that they may be exposed to the possibility of death, serious permanent injury or minor injury from a fall, kick, drag, bite or knock, even if the Rider acts safely and is wearing the approved riding helmet. Approved riding helmets are compulsory. The helmet requires the rider to fasten the helmet correctly, or otherwise ask for help.
4. The Rider must observe and perform all oral and written requests, directions, signage and guidelines given by BSTR, its officers, employees, agents and contractors, whether mounted or on the ground.
5. The Rider acknowledges that they may be asked to leave the Property on any such occasion that BSTR, its officers, employees, agents and contractors believe that the Rider is behaving in a way that is discourteous or hazardous.
6. BSTR, its officers, employees, agents, contractors and CFW will not be liable for death or personal injury (as defined in section 22 of the *Australian Consumer Law and Fair Trading Act 2012* (Vic)) arising out of:
 - (a) The materialisation of any risks, as set out above; or
 - (b) Subject to any relevant law, negligence or fault on the part of BSTR, its officers, employees, agents or contractors under the law.
7. The Rider agrees that they will not make a claim or bring any legal action against BSTR, its officers, employees, agents, contractors or CFW arising from or connected to any liability arising from clause 6. If the Rider is under 18, their guardian agrees that they will not make a claim or bring any legal action against BSTR, its officers, employees, agents, contractors or CFW arising from or connected to any liability arising from clause 6 on the minor's behalf.

8. If any clause in whole or in part in this Agreement is unenforceable, void or voidable by reason of any present or future law, it must be severed, and the remainder of this Agreement will be given full force and effect.

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*.

By signing this Agreement, the Rider declares that they have read, understood and accept the risks outlined and terms and conditions stated in this form. The Rider understands that this document affects their legal rights. The Rider acknowledges that this Agreement shall be effective and binding during the entire period of the participation in the riding activity.

Signature of Rider:

Name of Rider:

Signature of Guardian:

Name of Guardian:

Date:

Contact details:

Print name and telephone number of person to contact in case of emergency:

MULTIPLE RIDERS

TICK APPROPRIATE LEVEL

NAME

BEGINNER

INTERMEDIATE

ADVANCED