

RISK WARNING & WAIVER

John Crowe, Bonnie Crowe and Sophia Crowe (together and individually known as 'the Provider') Jayd Crowe, Heidi Crowe, Drew Plater, Kim Collits and Martin Gostelow warn the rider and the parent of the rider whose signatures appear below that:

1. A horse is a large, heavy, herdal animal, a creature of flight and can react without warning. It has highly developed senses of hearing, sight and smell, which can make its behaviour towards sounds, sudden movement, and unfamiliar objects, people or other animals, unpredictable and potentially harmful to the rider.
2. A horse can bite, bolt, buck, fall, jump, kick, pig-root, rear, roll, shy, slip, stumble, or stand on you, while you are on or near it ('Risks'). The Risks increase if more than one horse is handled/ridden at the same time *e.g.* at a horse competition; other riders/handlers are unable to control their horses safely for want of skill/experience; other riders/handlers fail to obey applicable rules or are negligent; the condition of the venue or terrain is affected by weather; unrelated recreational or other activities are conducted nearby; the horse is lead on to or off a float or truck. Because of the Risks, the rider will be exposed, by riding and/or handling a horse, to the possibility of death, serious personal injury or disability (including paralysis and brain injury) or lesser injury, even if the rider acts safely and wears an approved riding helmet and healed boots.
3. The rider freely and voluntarily, without inducement or coercion, undertakes the Risks by riding and/or handling a horse in connection with the Provider's horse related activities ('Activities').
4. The rider rides and/or handles the horse at his/her own risk.

In return for permitting the rider to participate in the Activities, the parent, the parent's domestic partner and next of kin and the owner of the horse (all for whom the parent enters this agreement as agent and trustee) agree, with the Provider, its employees, agents and contractors (all for whom the Provider enters this agreement as agent and trustee) that:

5. The Provider, its employees, agents and contractors will not be liable in negligence for harm (as defined in s5 *Civil Liability Act 2002* (NSW)) to the rider, or the death of or injury to the rider's horse, because of:
 - (a) a breach of an express or implied warranty or condition that the Activities will be rendered with reasonable care and skill;
 - (b) a breach of a warranty implied by s74 *Trade Practices Act 1974* (Cth); or
 - (c) negligence or default of the Provider under the general law.
6. They will not make any claim or bring any legal action against the Provider, its employees, agents or contractors on account of any liability excluded by clause 5.
7. They will indemnify the Provider against all expenses, losses, liabilities, damages and legal costs that it sustains or incurs by reason of any future legal claim or action against the Provider relating to the death of or injury to the rider or rider's horse as a result of the materialisation of any of the Risks.

THE PARENT AND THE RIDER UNDERSTAND THAT BY SIGNING THIS AGREEMENT, IMPORTANT LEGAL RIGHTS ARE GIVEN UP

Rider's signature

Parent's signature

For the Provider

Rider's name in block letters

Parent's name in block letters

Dated: