

# BENSVILLE RIDING SCHOOL PTY LTD

8 Bula Place BENSVILLE 2251

ACN 100 544 518

Phone: 02-43682400

## APPLICATION TO RIDE

I HEREBY APPLY TO RIDE ON THE TERMS AND CONDITIONS FOLLOWING

NAME: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

### HELMETS:

THE ESTABLISHMENT REQUIRES THAT ALL RIDERS WEAR APPROVED SAFETY HELMETS AT ALL TIMES WHEN MOUNTED ON THE HORSE.

### RIDING EXPERIENCE:

- A) THE NUMBER OF TIMES THE RIDER HAS RIDDEN IN THE LAST 12 MONTHS: \_\_\_\_\_  
B) THE NUMBER OF TIMES THE RIDER HAS RIDDEN IN TOTAL: \_\_\_\_\_

**\*\*\* HORSE RIDING IS A DANGEROUS ACTIVITY – YOU MAY BE INJURED \*\*\***

1. The rider recognizes that horses are living animals. Each horse has a different nature and temperament. The rider recognizes that there is an element of risk in riding horses and that horses may act in an unpredictable manner particularly if frightened, hurt or in any way mistreated. The rider acknowledges that a horse may quicken its pace, trot or canter on the return journey to its stable or yard.
2. Approved helmets are mandatory but the rider acknowledges that no helmet can protect the wearer against all possible impacts.
3. Knowing these inherent risks including the use of approved helmets, the rider accepts the Establishment, agents and employees do not accept any liability for any accident, damage, injury to the rider, spectator or any other person or property whatsoever and the guardian of minor children indemnifies the Establishment against any claim that may be made by such minor rider.
4. All riders accept that the Establishment, its agents and employees do not accept liability for any accident of injury to the rider arising as a result of the rider not wearing an approved helmet, with the retention system correctly fastened in accordance with the manufacturers fitting instructions.
5. I understand certain risks are normally involved in horse riding-including but not limited to collisions and falls.
6. The Establishment makes no warranty of any kind, expressed or implied as to the nature, habits or disposition of any horse supplied.
7. The rider accepts full responsibility for the control of the horse provided and agrees not to permit fast or uncontrolled riding or galloping and will only ride in a controlled manner.
8. Jumping is not allowed except when using cavalettis (approximately 400mm max.)
9. The rider will not exchange the selected horse with other riders or permit the doubling of any person including children.
10. All saddlery must be checked and adjusted by staff prior to riding after which no adjustment of saddlery is allowed except by members of staff.
11. All instructions by the Establishment staff must be obeyed and all information signs read and obeyed.
12. If any rider does not comply with the conditions set out in the application or in the opinion of the Establishment engages in misconducted, discourteous behaviour or hazardous riding the ride will be cancelled by the Establishment and the Establishment need not refund any money charged for the ride.
13. The Establishment is not responsible for any incident or accident to any minor left unattended on the Establishment property at any time when not actively involved in riding activities.
14. The application need not be accepted by the Establishment and no reason need be given for its rejection.
15. Any accident or injury must be reported immediately in the incident book prior to leaving property.

I have read, understood and accept the Terms and Conditions stated on this form and acknowledge that this agreement shall be effective and binding during the entire period of the participation in the riding activity.

Riders Signature: \_\_\_\_\_

Guardians Signature (if rider under 18 years of age): \_\_\_\_\_

Guardian Name and Address (please print): \_\_\_\_\_

\_\_\_\_\_

Signed Proof of Identity required by Riders and Guardians

**THIS ESTABLISHMENT HAS NO PUBLIC LIABILITY INSURANCE**



# EA Coach Non-Member Release of Waiver of Liability

### Must be completed by any participant who is:

- **NOT a current member of Equestrian Australia OR**
- **NOT a current member of an affiliated club which is insured under the Equestrian Australia insurance program.**

I, the undersigned, in consideration for being permitted to participate in any way in horse sport activities and in particular lessons provided by an Equestrian Australia registered Coach, understand, acknowledge and accept that:

- Horse sports are a dangerous recreational activity and horses can act in a sudden and unpredictable way
- There is a significant risk that serious injury or death may result from horse riding and associated activities and freely assume all such risks, even if arising from the negligence of Equestrian Australia and/or the registered Coach or others
- I voluntarily participate at my own risk, and assume sole responsibility for any injury, death or property damage I may suffer
- I understand and acknowledge the dangers associated with and agree to not consume alcohol or any mind altering drugs before and during the activity and I take full responsibility for any injury, loss or damage associated with their consumption
- I will follow the directions of the Coach and understand that any misconduct or refusal by me to follow these directions can result in the cancellation of my participation and my immediate removal from my horse no matter where that may occur. I understand that any such non-compliance may result in injury, death and or permanent disability and I agree to indemnify Equestrian Australia and or the registered Coach or others against all claims made by any person as a result of my failure to comply.
- I agree to wear a helmet at all times whilst participating where this is required under the relevant EA and FEI rules and regulations and agree that I am solely responsible for my actions.

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release and hold harmless and agree not to sue Equestrian Australia and/or the registered Coach, their officers, officials, volunteers, agents and/or employees, other participants, sponsoring agencies, sponsors, state bodies, affiliated clubs and if applicable, owners and lessors of premises used to conduct the activities with any respect to and all injury, disability, death, or loss or damage to person or property, whether caused by the negligence of these parties or otherwise.

Name of Rider/ : _____	<b>Riding experience (tick where appropriate)</b>
Guardian (if under 18 years)	Very experienced <input type="checkbox"/>
Address _____	Less than 50 hours riding experience <input type="checkbox"/>
Phone: _____ Date of birth: _____	Less than 20 hours riding experience <input type="checkbox"/>
Occupation: _____	Never ridden <input type="checkbox"/>
Emergency Contact Details: _____	Details of Riding Experience: _____
_____	_____

### Effect of this Document

I have had sufficient opportunity to read this release of liability and assumption of risk agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without inducement of any kind.

I understand that my signature to this document constitutes a complete and unconditional release of all liability of Equestrian Australia and/or the registered Coach and others, to the greatest extent allowed by law in the event of me and/or the children under my care, suffering injury or death.

Date ...../...../..... Signature of participant .....

### For participants of Minority Age (Under Age 18)

This is to certify that I, as a guardian with legal responsibility for this participant, acknowledge, understand and accept all of the above and consent and agree to his/her release as provided above of Equestrian Australia and/or the registered Coach and others, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless these parties from any and all liabilities arising from my minor child's involvement or participation in horse sport activities, even if arising from the negligence of the above mention parties.

Date ...../...../..... Signature of participant .....