



# Yarra Brae Riding Centre

7 Yarra Brae Close, Wonga Park 3115  
p: 03 9722 1682 – f: 03 9722 1682

[www.yarrabrae.com.au](http://www.yarrabrae.com.au)  
[faye@yarrabrae.com.au](mailto:faye@yarrabrae.com.au)

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## **RISK WARNING NOTICE**

### **Exclusion of Right to Sue**

**These Conditions Affect your Legal Right.**

### **PLEASE READ CAREFULLY**

**Greenbanks Agistment Pty Ltd, their employees and agents shall have no liability howsoever caused to YOU or any dependant for personal injury or death suffered by YOU or any dependant arising in any way whatsoever from the supply by Greenbanks Agistment Pty Ltd of recreational services, including but not limited to providing horse riding tuition, leasing of horses and horse agistment “Recreational Services”.**

**YOU acknowledge that Recreational Services are dangerous activities with many inherent risks as a result of which personal injury (and sometimes death) are common. YOU by your participation in such recreational activities accept all risks of personal injury or death in any way whatsoever arising from your participation in such recreational activities and YOU and any dependants release and forever discharge Greenbanks Agistment PTY LTD and its employees and agents from all and any liability and claims arising from the supply of the Recreational Services.**

**Notice dated 14 December, 2009**

**Authorised by Greenbanks Agistment Pty Ltd**



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## LIABILITY WAIVER FORM EXCLUSION OF CERTAIN RIGHTS TO SUE

The purpose of this agreement is to limit the liability of the Provider to exclude liability for any personal injury or death to the Participant and other people in the care and control of the Participant howsoever caused who signed this form as acknowledgment of the terms and conditions of this agreement. By signing this form you are waiving your rights to sue the Provider for losses relating to personal injury or death. Under the provisions of the Trade Practices Act and Various State Laws conditions are implied into contracts that mean that the Provider of Recreational Services, noted below, is required to ensure that the Recreational Services it sells to you are: rendered with due care and skill, are fit for the purpose for which they are commonly bought as it is reasonable to expect in the circumstances or might reasonably be expected to achieve the result you have made known to the Provider.

**Name and address of Provider:** Yarra Brae Riding Centre  
7 Yarra Brae Close  
Wonga Park VIC

The Participant acknowledges that the activity being undertaken is an activity being undertaken for the purposes of recreation, enjoyment or leisure which involves a significant degree of physical risk. The Provider acknowledges that they are providing Recreational Services detailed below which means; providing facilities for participation in a recreational activity, or training a person to participate in a recreational activity, or supervising, adjudicating, guiding or otherwise assisting a person's participation in a recreational activity.

The Participant hereby acknowledges that in attending the recreational activity that there are inherent risks involved to him or her or other people in their care and control. This agreement is directed and limited to inherent risks that are patent. The participants also acknowledges that the purpose of the recreational activity is for the benefit of the Participant and for the benefit of those people attending with the Participant and that at all times the Participant is responsible for his or her own actions and the actions of those other people in his or her care and control.

**Description of Recreational Services:** Horse Riding including arena instructions in dressage, jumping and general riding, agistment of horses, provision of accommodation, leasing of horses and the provision of riding facilities

### Steps taken by Yarra Brae Riding Centre to avoid the danger of personal injury or death:

Weekly equipment inspections, staff participant ratio compliant with the Industry Standard, adherence to industry code of practice, emergency procedures in place; contingency plans in place for emergencies; qualified first aid personnel available, communication procedures in place.

The Participant acknowledges that during all times while he or she is attending the recreational activity he or she does so at his or her own risk and that the Participant and other people in the care and control of the Participant will not hold the Provider or any of its employees or agents liable for any personal injury or breach of contract whether caused by the negligence of the Provider its employees or agents howsoever caused or otherwise. The Participant acknowledges that in the event that he or she or any of the other people in their care and control find either or any of them is in difficulty that they are to stop the activity or request that the activity be stopped if appropriate, and seek help and/or assistance and advice.

### Declaration and signature

By signing this agreement I understand that the Recreational Services about to be sold to me as set out in this form may cause my and or my dependants personal injury or death. By signing this agreement I understand that I and my dependants waive our rights to sue the Provider for losses relating to my and or my dependants personal injury or death that result from any negligence caused by the Provider.

Signed.....  
Participant (if over 18) / Parent / Guardian (please circle)

Address.....  
.....

Printed Name.....

State.....Postcode.....

Date.....

Email Address.....



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## Confidential Riding Application and Medical History Form

**NAME:** ..... **(Rider) AGE:** ..... (if under 18); **Over 18**  (please tick)

**CONTACT PHONE NUMBERS:** .....

I am applying to ride at Yarra Brae Riding Centre and I agree to the following:

- 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 may cancel my ride without refunding any fee if I do not comply with any of these terms and conditions.

### APPROVED HELMETS ARE COMPULSORY

Riding experience (1) Indicate the number of times the rider has **ridden in the last 12 months** .....  
(2) Indicate **below** the number of times the rider has **ridden in total.** (Please Circle)

0-10 Little experience	10-20 Some experience	20-50 Average experience	50-100 Experienced	100+ Very experienced
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The following information is intended to assist Yarra Brae Riding Centre in case of any emergency with you/your child. Learning difficulties need to be discussed, so the Leaders are able to accommodate accordingly.

**Please describe any Learning Concerns if any** .....

### Name and telephone of contact people

Emergency Contact Name	Relationship to rider	Home	Work	Mobile
*To be completed if rider is under 18	* Mother (full name)			
	* Father (full name)			

### Do you (or your child) suffer from any pre-existing medical or other condition that may affect or risk other persons or myself?

**YES / NO** (Please circle)

Asthma       Diabetes       Epilepsy / Fits       Disability       Fainting / Dizziness  
 Recent Injuries       Pregnancy       Uneven Pupils       Medications       Heart / Blood Condition  
 Blackouts       Migraines       Disability       Other.....

### Allergies

Describe.....

Describe reaction.....

### Tetanus Immunisation

It is particularly important that people dealing with horses are immunised against tetanus. Tetanus is normally given at five years of age as Triple antigen or CDT and at fifteen years of age as ADT.

**Year of last tetanus immunisation:**.....

### Medication

Is it necessary for you or your child to carry their own medication at all times.

**Name of drug:**..... **Dosage:**..... **Frequency:**.....

### Consent To Medical Attention

I authorize the instructor in charge to administer first aid and call an ambulance if necessary for the medical attention of my child. I agree to bear any cost thereby incurred.

**Signature of Rider** (if over 18):..... **Date**.....

**The parent or guardian's agreement.** I am the rider's parent or guardian and I have read understood the acknowledgements, terms and conditions. I agree to them. I agree for the rider to be bound by them.

**Full Name:**..... **Signature:**.....

### Privacy Statement – Privacy Act 1998

By completing this form you are supplying Yarra Brae Riding Centre with personal information about yourself. This information is needed to ensure your safety during your time with us. Yarra Brae Riding Centre 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.

