

# Wallumbilla Agricultural & Pastoral Association

## RELEASE AND WAIVER OF LIABILITY

### Horse Riding is a Dangerous Activity

I understand and acknowledge that horse riding is a dangerous activity and that horses can act in a sudden and unpredictable (changeable) way, especially when frightened or hurt. I understand and acknowledge that serious **INJURY** or **DEATH** may result from horse riding activities and in particular this ride/lesson. I agree that **I RIDE** at my **OWN RISK**. I agree not to drink alcohol or take drugs prohibited by law before or during this ride.

**CONDUCT:** I agree to follow the directions of the ride leader/instructor and that any misconduct or refusal by me to follow any direction of the ride leader/instructor will result in the **CANCELLATION** of my riding fee and my immediate removal from my horse **NO MATTER** where that may occur.

**HEALTH:** I am in good health and have no physical disabilities Yes / No; if No please list any physical disabilities below;

.....  
.....  
.....

Name of Rider:.....

Name of Guardian If under 18: .....

Address: .....

Post Code: .....

Phone: .....

Date of Birth:...../...../.....Occupation:.....

RIDING EXPERIENCE; (Tick where appropriate)

Very Experienced ..... Less than 50 hours Riding Experience.....Less than 20 hours

Riding Experience ..... Never ridden ..... Details of riding experience:  Walked

Trotted  Cantered  Confidently

Ride regularly. I have ridden ..... times in the last 12 months

#### EFFECT OF THIS DOCUMENT

##### WARNING

UNDER THE FAIR TRADING ACT 1999

Under the provisions of the *Fair Trading Act* 1999 several conditions are implied into contracts for the supply of certain goods and services. These conditions 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
- as fit for the purpose for which they are commonly bought as it is reasonable to expect in the circumstances, and
- reasonably fit for any particular purpose or might reasonably be expected to achieve any result you have made known to the supplier.

Under section 32N of the *Fair Trading*

*Act* 1999, the supplier is entitled to ask you to agree that these conditions do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the *Fair Trading Act* 1999 if you are killed or injured because the services were not rendered with due care and skill or they were not reasonably fit for their purpose, 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" is defined in the *Fair Trading (Recreational Services) Regulations* 2004.

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

Signature: .....