

RISK WARNING, WAIVER & INDEMNITY

Willow Lane Equestrian Centre Pty Ltd ABN 84 040 877 494 (referred to as 'Willow Lane' or 'Supplier') of 280-296 Pillars Road, Bangholme, Victoria, ('the Property'), its officers, employees, agents and contractors and the owner of the Property, warn each adult and child intending to ride, handle, touch or go near a horse and that child's parent:

1. a horse is a large, heavy, herd animal, prone to flight and can react without warning. It has highly developed senses of hearing, sight and smell and is wary of unfamiliar and unexpected elements in the environment. This can make its response to familiar, but especially unfamiliar, sounds, movements, objects, people, horses and other animals unpredictable and potentially harmful to him/her and any person nearby;
2. regardless of its size, weight, age or education, a horse can react suddenly and unexpectedly to external stimuli (auditory and visual, real and perceived) including (amongst other reactions and behaviours) bite, bolt, buck, crush, disobey riding aids, fall, jump, kick, lose balance, pig-root, rear, roll, shy, slip, stop and turn, and stumble, when he/she is on or near it ('Risks'). The Risks increase in myriad situations, including (without limitation): horses ridden or handled close together; horse training; horses that lack fitness and/or confidence; when a person has no riding or horse experience or is inexperienced; someone else can't manage or control their horse; weather affected terrain; fire and smoke; taking a horse into or along water; shadows on the ground or on walls; leading a horse onto or off a float or truck; using clippers; using stables, washbay, yards; the horse has a vice, bad behavior or is unsound; the riding gear (saddle, bridle, stirrups) is not properly fitted or adjusted, in poor condition or unsuitable; and despite Willow Lane's requirement that they be worn, failure to wear a riding helmet compliant with the safety requirements of current Australian Standards and heeled riding footwear on a horse and protective footwear near a horse;
3. the following people, animals, circumstances and things may be present or occur wherever horse activities and interactions take place on the Property and can increase the Risks: horses, together or individually; dogs, confined or free; wildlife including birds, snakes, kangaroos; domestic animals and fowl including ducks, pigeons; noisy, active children; rabbit holes and warrens; sight, sound and movement of vehicles, machinery and equipment including cars, trucks, motor cycles, ATVs, quad bikes, tractors, horse floats, trailers, excavators, mowers, grass cutters/trimmers, paddock harrows; movement behind vegetation; ditches and drains; variable riding terrain including unstable, rocky, boggy and slippery surfaces, and surface water; weather conditions and events; arena grader and rake; paddock and arena fencing of various types including post and rail, electrified wire and tape, plain wire; push bikes; equipment used for horse training and working equitation including fixed and portable obstacles, mounting blocks, jumping poles and rails, show jumping wings, logs, ditches, water jumps, a bridge, witches hats, grids, gates, cavalettis and flags; potholes, corrugations and depressions along the laneways; and
4. irrespective of prior horse experience, by riding, handling, touching or going near a horse he/she or the child is exposed to the possibility of death, serious permanent injury and harm (including spinal and head/brain injury and mental impairment) or minor injury from a fall (especially if riding without stirrups, a saddle or bridle or at speed), kick, drag, crush, bite or knock, even if he/she or the child acts safely and wears a riding helmet compliant with the safety requirements of current Australian Standards, and protective footwear but especially if no such helmet or footwear is worn or if he or she is affected by drugs, alcohol, medication or an existing medical condition (including pregnancy).

In consideration of Willow Lane providing the opportunity to ride, handle, touch or go near a horse on the Property, the adult or the parent of the child (as the case may be) acknowledges the above and below warnings, and agrees with Willow Lane to the following terms:

5. he/she or the child does so at his/her own risk;
6. it is acknowledged that horse riding and interaction involve a significant risk of physical harm;
7. he/she or the child will observe and perform all Willow Lane's oral and written requests, directions and guidelines and, whether mounted or on the ground, keep a safe distance from another horse;
8. he/she or the child will not ride, handle, touch or go near a horse: that is lame, sick, injured or diseased; that exceeds his or her skill; if he/she or the child is affected by alcohol, drugs or medication (prescribed or not); if he/she or the child is impaired cognitively or physically by reason of past or present injury, illness, disease or disability (unless Willow Lane has given prior approval after full written disclosure); if the riding gear is not correctly fitted, in poor condition or unsuitable for the horse; without wearing a riding helmet compliant with the safety requirements of current Australian Standards, and heeled riding footwear; in any way or anywhere that poses an unreasonable risk of harm to him/herself or the child, the welfare of another person or the horse; anywhere that Willow Lane has advised him/her or the child not to ride or walk on;
9. Willow Lane will not be liable for death of or personal injury (as defined in s.22 Australian Consumer Law and Fair Trading Act 2012 Vic.) to him/her or the child due to or arising out of:
 - (a) any breach of an implied warranty, condition or guarantee under the written and unwritten law that the horse activities or interactions will be rendered with reasonable care and skill;
 - (b) breach of a guarantee under Subdivision B of Division 1 of Part 3-2 of the Australian Consumer Law (NSW) in relation to the horse activities or interactions (the provisions of which subdivision are excluded);
 - (c) negligence or fault on its part under the law; or
 - (d) materialisation of any of the Risks;

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10. he/she or the child must not make any claim or threaten or bring any legal action against Willow Lane due to or arising out of his/her or the child's death or personal injury;
11. he/she must indemnify Willow Lane against all losses, liabilities, damages and costs that it sustains or incurs by reason of any future claim or legal action relating to his/her or the child's death or personal injury in contravention of clause 10 and despite the terms of clause 9;
12. he/she she consents to necessary or reasonable physical examination of him/herself or the child in the case of harm and acknowledges liability for the costs of professional medical intervention including transport from the Property by ambulance; and
13. if any clause in whole or part is unenforceable, void or voidable by reason of any present or future law, it must be severed (if it may not be read down) and the remainder given full force and effect.

**WARNING UNDER THE AUSTRALIAN CONSUMER LAW
AND FAIR TRADING ACT 2012**

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**.

**THIS DOCUMENT AFFECTS LEGAL RIGHTS
THE PERSON SIGNING BELOW DOES SO FREELY, WITHOUT COMPULSION OR OBLIGATION**

This document may be executed by electronic signature which shall be considered as an original signature and have the same force and effect as an original signature. An 'electronic signature' includes electronically scanned and transmitted versions of an original

Signature panel - Adult	<p>Signature _____</p> <p>Print name _____</p> <p>Dated: _____</p> <p>Emergency contact name and tel. no. _____</p>
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Signature panel – Parent of Child <i>ie under 18 years of age</i>	<p>Child's Name + Date of Birth _____</p> <p>Parent's signature _____</p> <p>Print parent's name _____</p> <p>Dated: _____</p> <p>Emergency contact name and tel. no. _____</p>
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