



Risk Warning and Waiver of Liability

Name of Provider: *Pony Memories*

Full Name of Participant:

Address of Party:

Postcode:

State: *NSW*

Date of Party:

Description of Activities:

1 Hour Birthday Party

1.5 Hour Birthday Party

2 Hour Birthday Party

The following pages affect your legal rights and obligations. Please read these carefully and only sign if you fully understand their contents. For Participants under 18 years of age, these documents must be completed by a parent or legal guardian.

Risk Warning

I understand and acknowledge that horse riding is a dangerous activity and am aware that horses can act in sudden and unpredictable ways (regardless of their level of training, especially when frightened or hurt).

I am aware that by participating in any activities arranged by Pony Memories, certain risks or dangers may occur which could include:

- Physical, bodily, or psychological injury or death.
- Physical exertion to which I am/the participant is not accustomed.
- Failure of equipment or use of inadequate equipment.
- There may be no or inadequate facilities for treatment or transport to treatment if I am/the participant is injured.
- The conditions in which the activities are conducted may vary without warning.
- I/the participant may cause injury to other persons and/or other persons may cause injury to me/the participant.
- I/the participant may be injured or die due to the negligence, breach or breach of statutory duty or guarantee of the provider.

I acknowledge that the activities are being undertaken for the purposes of recreation, enjoyment, or leisure, and involve a significant degree of risk of physical harm.

I acknowledge that the activity may be undertaken with one or more other persons as part of a group and that the Provider (Pony Memories) is not liable for the actions of other participants in the group activity.

By signing below, I acknowledge, agree, and understand that the risks associated with the activities and/or recreational services have been explained to me. I undertake any such risk voluntarily and at my own risk.

I acknowledge that the risk warning above constitutes a “risk warning” in accordance with the Civil Liability Act 2002 (NSW).

Participant’s Warranties

On behalf of the participant: I agree to abide by any of Pony Memories’ rules, and any direction or instruction given to me by Pony Memories during the course of the Activities. I agree to use and/or wear any equipment directed by and/or given to me by Pony Memories.

I understand that refusal to follow directions or instructions may result in serious injury, death, and/or permanent disability, and take full responsibility of such consequences as a result of my failure to comply.

I declare that I am medically and physically fit and able to participate in the Activities. I acknowledge that I must, and agree that I will, disclose any pre-existing medical or other condition, injury or concern that may affect the risk that either I or any other person will suffer injury, loss, or damage during the course of the Activities and notify Pony Memories of any injuries, illness or concerns that may arise during the Activity. I will not engage in any reckless, negligent, or foolish behaviour or any other behaviour that is likely to cause injury to me, any other participant or person.

I agree that if I suffer any injury or illness, Pony Memories may provide evacuation, first aid and/or medical treatment at my expense and that my acceptance of these terms and conditions constitutes my consent to such evacuation, first aid and/or medical treatment.

I declare that I have not consumed any alcohol or mind-altering substance, or medication that may impact my judgement or physical capacity, before or at the time of engaging in the Activities.

Exclusion of liability

I agree to and unconditionally release, waive, discharge, and forever hold harmless, Pony Memories from any claims as a result of any personal injury sustained, whether caused by Pony Memories’ negligent act or wilful act or omission, breach of contract, breach of statutory duty, error, or otherwise in connection with or arising out of the Activities.

I agree that Pony Memories will not be liable for any claims for personal injury that may be brought against it as a result of or in connection with any act, omission, default, failure or error on the part of Pony Memories, and agree to indemnify and keep indemnified Pony Memories in respect of any such claims.

Waiver

It is possible for a supplier of recreational services to ask you to agree that the statutory guarantees under the Australian Consumer Law (which is schedule 2 to the Competition and Consumer Act 2010 (Cth)) do not apply to you. If you sign this form, you will be agreeing that your rights (or the rights of a person for whom or on whose behalf you are acquiring the services) to sue the Provider in relation to the Provider’s services or the activities that you undertake because the services or activities provided were not in accordance with the guarantees, are excluded, restricted, or modified as set out below.



By signing this form, you agree that the liability of the Provider in relation to the activities (as defined by the Competition and Consumer Act 2010 (Cth), the Consumer Affairs and Fair Trading Act (NT) and the Australian Consumer Law) and recreational activities (as defined by the Civil Liability Act 2002 (NSW) and the Civil Liability Act 2002 (WA)) for any:

- (a) Deaths;
- (b) Physical or mental injuries (including the aggravation, acceleration or recurrence of such an injury);
- (c) The contraction, aggravation or acceleration of a disease;
- (d) The coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual:
 - (i) That is or may be harmful or disadvantageous to you or the community; or
 - (ii) That may result in harm or disadvantage to you or community;

That may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) resulting from the supply of the recreational services or recreational activities is excluded.

You acknowledge and agree that the above provision operates to exclude the liability of the Provider as a result of a breach of an express or implied warranty that the recreational services will be rendered with reasonable care and skill in accordance with section 5J of the Civil Liability Act 2002 (WA) and section 5N of the Civil Liability Act 2002 (NSW).

Declaration and Signature

I have read carefully and understand this risk warning and waiver of liability and sign it freely and voluntarily without inducement of any kind.

Signature of Participant:

Date:

Signature of Witness:

Date:

For Participants under age 18

This is to certify that I, as a parent/guardian with legal responsibility for Pony Memories, acknowledge, understand, and accept all of the above and consent to his/her release as provided above. I release and agree to indemnify and hold harmless Pony Memories from any and all liabilities arising from my minor child's involvement or participation in the Activities and/or recreational services, even if arising from the negligence of Pony Memories.

Signature of Legal Guardian:

Date:

Full Name of Legal Guardian (Print):

Signature of Witness:

Date:

Please email your completed safety and waiver form to: bookings.ponymemories@gmail.com