

RISK WARNING, WAIVER & INDEMNITY

Bits & Boots Pony Rides Pty Ltd ACN 607 700 229 as trustee for O'Connor Family Trust trading as Bits & Boots Pony Rides ABN 42 833 295 975 of 263 Quartz Hill Road, Jindera, NSW ('Property'), its officers, employees, agents and contractors (individually and together 'Supplier') warn the rider and the rider's parent/person in control of the rider that:

1. a horse is a large, heavy, herd animal, a creature of flight and can react without warning. It has highly developed senses of hearing, sight and smell, which can make its behavior towards sounds, sudden movement, and unfamiliar objects, people or other animals, unpredictable and potentially harmful to the rider and any person nearby;
2. regardless of its size, weight or age, a horse can (amongst other behaviours) bite, bolt, buck, fall, jump, kick, pig-root, rear, roll, shy, slip, stop and turn, stumble, or stand on a person, while he/she is on or near it ('Risks'). The Risks increase in myriad situations, including (but not limited to) horses ridden/handled close together; horse training; when other riders can't control their horses; weather affected riding terrain, including fire and smoke; taking a horse into or along water; 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) is not properly fitted, in poor condition or unsuitable; and failure to wear a riding helmet and heeled riding footwear on a horse and protective footwear near a horse, despite the requirement that they be worn;
3. the following people, animals, circumstances and things may be present or occur on the Property, on land adjoining the Property or wherever the rider participates in horse related activities ('Activities') and can increase the Risks: children; equipment and obstacles used in activities and games including (but not limited to) poles, balls, pegs, cones; steep, slippery, boggy terrain; moving motor vehicles; farm machinery in operation; trees; wildlife including (but not limited to) kangaroos, snakes; rabbit holes/warrens; dogs loose or restrained; single or multiple sheep, goats, cows and horses; unusual farm animals including (but not limited to) alpacas; paddock and arena fencing including (but not limited to) electric wire and tape; and
4. because of the Risks, the rider will be exposed, by riding and/or handling a horse, to the possibility of death, serious permanent personal injury (including paralysis and brain injury) or minor injury, even if he/she acts safely and wears an approved riding helmet and required footwear but especially if no such helmet or footwear is worn or if the rider is affected by drugs or alcohol.

The rider and the rider's parent/person in control of the rider agree, in return for the Supplier permitting the rider to engage in Activities from time to time, that the above warning and the following conditions bind them every time the rider rides or handles a horse:

5. the rider handles and rides his/her horse and engages in the Activities at his/her own risk;
6. the rider/handler will observe and perform all of the Supplier's oral and written requests, directions and guidelines;

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7. the rider will not ride a horse: that is unsound; that exceeds the rider's skill; if he or she is affected by alcohol or drugs; if the riding gear is not properly fitted, in poor condition or unsuitable for the horse; without wearing a riding helmet and heeled riding footwear; in any way or anywhere that poses an unreasonable risk of harm to him or herself, the welfare of another person or the horse; anywhere that the Supplier or the owner of the Property has advised the rider not to ride on;
8. the Supplier will not be liable for the death of, or personal injury (as defined by s.5 *Civil Liability Act 2002*) to, the rider due to or arising out of:
 - (a) breach of a warranty, condition or guarantee or statutory obligation under the written or unwritten law of NSW and the Commonwealth that the Activities will be rendered with reasonable care and skill;
 - (b) breach of a guarantee under the Subdivision B of Division 1 of Part 3-2 of the Australian Consumer Law (NSW) in relation to the Activities (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;
9. he/she/they will not make any claim or bring any legal action against anyone arising from or connected with any liability excluded by clause 8;
10. he/she/they will indemnify the Supplier against all losses, liabilities, damages and costs that it sustains or incurs by reason of any future legal claim or action by or on behalf of the rider relating to the death of or personal injury to the rider; and
11. if any clause in whole or part is unenforceable or void 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.

**THE RIDER AND PARENT/PERSON IN CONTROL HAVE READ THIS
DOCUMENT AND SIGN FREELY**

Rider's signature

Parent's/person in
control's signature

For the Supplier

Print rider's name

Print parent's/person
in control's name

Dated:

Print rider's address: _____

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