



## ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM

Manuela Giovanna Donnithorne-Tait trading as Netherfield; ABN 34 790 339 032 (the Proprietor) operates an Equestrian Facility at 85-91 Warren St, Mount Cotton, Queensland (the Property).

The Proprietor agrees to allow me to enter the property for the purpose of accessing, enjoying, riding, training or caring for certain horses on the condition that I agree to the terms of this waiver and release.

Please read and thoughtfully consider the following then tick each box to confirm you agree and understand:

- I am fully aware and fully understand that all horses are unpredictable and dangerous.
- I understand and acknowledge that horse riding is a dangerous activity and that horses can act in a sudden and unpredictable (changeable) way, especially if frightened or hurt. Any horse can bite, buck, kick, startle, trip or slip, etc. and put the rider or handler at risk of injury or death.
- I understand and acknowledge that serious INJURY or DEATH may result from horse riding, whilst on the ground around horses and whilst handling horses.
- I understand that serious INJURY or DEATH may result from: scratches or other injury from stalls or enclosures; scratches or other injury from grooming tools and other equine equipment and tack, allergic reactions to animals, hay, or other allergens, tripping in holes or on materials or equipment; slipping, falling, or otherwise being injured in the barn, in stalls, or on the grounds, which can be slippery, muddy, wet, or contain or present other hazards.
- I realise that placing children, or myself in a stable environment creates a hazardous situation.
- I am aware that riders must expect to be injured from time to time.
- I understand that death of people from equestrian accidents is possible.
- I realise that professional instruction or supervision cannot prevent serious injury or death from working around, handling, or riding horses and ponies.
- I understand that jumping horses or ponies is a particularly dangerous activity and that serious injury or death of riders or horses is possible.
- I am aware that serious injury or death of my mount is possible when it is handled, trained, or in a lesson.



- The Proprietor, her employees and volunteers, have my permission to initiate emergency first aid treatment for my children, my animals, and myself in case of an accident. They also have my permission to authorise emergency medical treatment by qualified medical personnel for my children or myself, and veterinary treatment by qualified veterinary personnel for my animals.
- I understand that I am fully responsible for any guests that I may have on the Property.
- I understand that I am fully responsible for fully informing the guest of all risks related to the handling or riding of horses.
- I understand that I am fully responsible for informing guests about horse's temperament, training, habits, and for determining that the guest is sufficiently experienced to ride the horse.
- I understand that there will not be a nurse or medical professional on the Property and that I will be responsible for my own health and safety.
- I confirm that I have been provided with a copy of the Barn Rules and I agree to abide by the rules at all times.
- I understand that the Proprietor, her employees and volunteers do not own all the horses on the Property.
- I understand that the Proprietor is not responsible for supervising my activities on the property and is not responsible for educating and training me on safe handling practices with horses.
- I agree not to be intoxicated or under the influence of prohibited drugs whilst on the Property.
- I confirm that I will read the daily hazard sheet on display in the stables immediately upon entry to the Property and will be mindful of such hazards in the conduct of my activities.
- In consideration of being granted access to the Property and the horses, and to use the equipment and facilities:

I hereby assume all of the risks of entering the Property, riding, handling and being around horses on the ground; I release the Proprietor and her employees, volunteers, agents, successors or assigns (the persons released) from any and all liability, to the maximum extent permissible by law, including but not limited to, liability arising from the negligence or fault of the persons released, for my (or my children's or my animals') death, disabilities, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me, my children, or my animals arising from my entry on the Property and activities thereon.

I indemnify and hold harmless and promise not to sue the persons released from any and all liabilities or claims made as a result of entry on the Property and my activities thereon.

# NETHERFIELD



I certify that I have read this document and I fully understand its content. I am aware that this is a release of liability and a contract and I sign it of my own free will.

SIGNED BY

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_/\_\_\_/\_\_\_

Where applicable and this Document is signed on behalf of a minor:

Legal Guardian's / Parent's Name:

Children's Names:

Address:

Phone

Emergency Contact:

Signature of Legal Guardian / Parent: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_/\_\_\_/\_\_\_