



## **LIABILITY WAIVER FORM**

### **EXCLUSION OF CERTAIN RIGHTS TO SUE**

The purpose of this agreement is to limit the liability of the Provider to exclude liability for any personal injury or death to the Participant and other people in the care and control of the Participant howsoever caused, who signed this form as acknowledgment of the terms and conditions of this agreement. By signing this form you are waiving your rights to sue the Provider for losses relating to personal injury or death. Under the provisions of the Trade Practices Act and Various State Laws conditions are implied into contracts that mean that the Provider of Recreational Services, noted below, is required to ensure that the Recreational Services it sells to you are: rendered with due care and skill, are fit for the purpose for which they are commonly bought as it is reasonable to expect in the circumstances or might reasonably be expected to achieve the result you have made be known to the Provider.

#### **Name and address of Provider:**

**Trail Riding Australia Inc 1876 Two Wells Rd, BUCHFELDE, SA 5118**

The Participant acknowledges that the activity being undertaken is an activity being undertaken for the purposes of recreation, enjoyment or leisure which involves a significant degree of physical risk. The Provider acknowledges that they are providing Recreational Services detailed below which means: providing facilities for participation in a recreational activity; or training a person to participate in a recreational activity; or supervising; adjudicating; guiding or otherwise assisting a person's participation in a recreational activity.

The Participant hereby acknowledges that in attending in the Recreational Activity that there are inherent risks involved to him or her or other people in their care or control. This agreement is directed and limited to inherent risks that are patent. The Participants also acknowledge that the purpose of the Recreational Activity is for the benefit of the Participant and for the benefit of those people attending with the Participant and that at all times the Participant is responsible for his or her own actions and the actions of those other people in his or her care and control.

#### **Safety Riding Helmet Rules**

All Riding Helmets must be approved standard AS/NZS3838, or equal Snell E2001, PAS 015 and less than 5 years old, as per manufacturer's recommendations.

All Participants 18 years and younger **must** wear an approved Riding Helmet while engaged in the Recreational Riding Activity offered by the Provider.

Any Participant over the age of 18 who chooses **not** to wear an approved Riding Helmet while engaged in the Recreational Riding Activity offered by the Provider, shall acknowledge and agree, upon signing this document, that they, the Participant, will be liable to a fifteen thousand dollar - \$15,000.00 personal excess, on any third party claim while taking part in the Recreational Riding Activity offered by the Provider.

Please sign to acknowledge you understand and accept these **Safety Riding Helmet Rules**:

.....date.....

**Description of Recreational Services:**

**Horse trail riding and associated activities conducted under the auspices of “Trail Riding Australia Inc”**

Steps taken by Provider to avoid the danger of personal injury or death: fluoro vests; communication link, radio/mobile phones; rider coordinator; overseer; drover; heeler; first aid officer; volunteer blue card holders; ride briefings; risk management assessment strategies in place; pre-riding all trails; completing appropriate documentation; first aid kits, both human/horse; permits; rider’s medical/emergency contact person number; implementing common sense strategies; red and green ribbons; copy of rules and first aid help sheet; trail riders code of conduct.

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| <b>All activities controlled and undertaken will be conducted under the current operating version of TRA’s Trail Riding Code of Conduct</b> |
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The Participant acknowledges that during all times, while he or she is attending the Recreational Activity, he or she does so at his or her own risk and the Participant and other people in the care and control of the Participant will not hold the Provider or any of its employees or agents liable for any personal injury or breach of contract whether caused by the negligence of the Provider, its employees or agents howsoever caused or otherwise. The Participant acknowledges that in the event that he or she or any of the other people in their care and control find either or any of them is in difficulty, that they are to stop the activity or request that the activity be stopped if appropriate, and seek help and/or assistance and advice.

This Liability Waiver authorised from July 2020.

**Declaration of signature**

By signing this agreement I understand that the Recreational Services about to be sold to me as set out in this form may cause my and or my dependants personal injury or death. By signing this agreement I understand that I and my dependants waive our rights to sue the Provider for losses relating to me or me dependants, personal injury or death that result from any negligence caused by the Provider.

Signature of Participant: .....

Address: .....

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Printed Name: .....

Parent/Guardian Signature: .....

Date: .....