



APPLICATION & RELEASE OF WAIVER OF LIABILITY

K & L Transport Pty Ltd (trading as Uncle Nev's)

RISK WARNING

Exclusion of Right to Sue

These Conditions Affect Your Legal Rights

PLEASE READ THIS DOCUMENT CAREFULLY

1. Uncle Nev's, its proprietors, employees, volunteers and/or agents, shall have no liability howsoever caused to YOU or any dependant for personal injury or death suffered by YOU and any dependant arising in any way whatsoever from the supply by Uncle Nev's of recreational services, including but not limited to horse trail riding and associated activities ("Recreational Services").
2. YOU acknowledge that Recreational Services are dangerous activities with any inherent risks as a result of which personal injury (and sometimes death) can occur. YOU by your participation in such recreational activities accept all risks of personal injury or death in any way whatsoever arising from your participation in such recreational activities and YOU and any dependants release and forever discharge Uncle Nev's, its proprietors, staff, volunteers and/or agents from all and any liability and claims arising from the supply of Recreational Services.

Authorised by K & L Transport Pty Ltd (trading as Uncle Nev's)



APPLICATION & RELEASE OF WAIVER OF LIABILITY

K & L Transport Pty Ltd (trading as Uncle Nev's)

Full Name of attendee (include name of guardian if attendee is under 18 years)

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Address

State.....Post Code..... Contact No.Date of Birth.....

Event/Activity: Horse Trail Riding

Address of Event/Activity: 1115 Wallan Road, Upper Plenty, Victoria, 3756

Horse Sports are a Dangerous Activity – this includes Trail Riding

In consideration for being permitted to participate in any way in a trail ride with Uncle Nev's ("the Provider"),

I, _____ (PARTICIPANT'S NAME), the undersigned, understand, acknowledge and accept that:

- 1 The purpose of this agreement is to limit the liability of Uncle Nev's, its employees, volunteers, and/or agents (herein collectively referred to as 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, 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.
- 2 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 that the Participant and other people in the care and control of the Participant will not hold the Provider liable for any personal injury or breach of contract whether caused by the negligence of the Provider 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 request help and/or assistance and advice.
- 3 The Participant acknowledges that trail riding is a dangerous recreational activity and horses can act in a sudden and unpredictable manner.
- 4 The Participant acknowledges that there are inherent and significant risks associated with trail riding such as, serious INJURY or DEATH which can result from such recreational activities.

- 5 The Participant knowingly and freely assumes all such risks, both known and unknown, even if arising from the negligence of the Provider or others and I voluntarily PARTICIPATE at my OWN RISK and assume sole responsibility for any injury, death or property damage I may suffer that arises from my participation in horse trail riding activities.
- 6 At the time of signing this, I acknowledge and agree that I am not affected by alcohol or any mind altering drugs prohibited by law. I further understand, acknowledge the dangers associated with the consumption of alcohol or any mind altering drugs before and during the activity and I take full responsibility for any injury, loss or damage associated with their consumption.
- 7 I agree to follow the directions of the Provider and acknowledge that any misconduct or refusal by me to follow any direction of the Provider can result in the CANCELLATION of my participation in the trail ride and my immediate removal from my horse NO MATTER where that may occur. I understand that any such non-compliance may result in injury, death and/or permanent disability and I agree to indemnify the Provider against all claims made by any person as a result of my failure to comply.
- 8 I agree to wear a helmet at all times during the trail ride.
- 9 I, for myself and on behalf of my heirs, assigns, personal representatives, dependants and next of kin, HEREBY RELEASE AND AGREE NOT TO SUE the Provider which includes, the proprietors of Uncle Nev's, their employees, volunteers, agents, other participants, state bodies and owners and/or lessors of premises used to conduct the activities (all of whom are now referred herein as "Releasees") WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, OR loss or damage to person or property, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

Effect of this Document

I have had sufficient opportunity to read this release of liability and assumption of risk agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without inducement of any kind.

I understand that my signature to this document constitutes a complete and unconditional release of all liability of the Releasees, to the greatest extent allowed by law in the event of me and/or the children under my care, suffering injury or death.

Dated: ___/___/___ Signature of rider/guardian _____

For Participants of Minority Age (Under Age 18)

This is to certify that I, as a parent/guardian with legal responsibility for this participant, acknowledge, understand and accept ALL OF THE ABOVE and consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities arising from my minor child's involvement or participation in horse sport activities and in particular, this event, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES**

Dated: ___/___/___ Signature of parent/guardian _____

Confidential Riding Application and Medical History

I am applying to ride at Uncle Nev's and I agree to the following:

- I will only ride the horse in a safe and controlled manner.
- I will wear an Australian Standard Approved helmet and the correct footwear at all times.
- I will read and follow all signs on the property and follow all instructions.
- The Management may cancel my ride without refunding any fee if I do not comply with any of these terms and conditions.

HELMET REQUIRED (Please tick):

WILL WEAR MY OWN HELMET (Please tick):

RIDING EXPERIENCE:

(1) Indicate the number of times the rider has ridden in the last 12 months.

(2) Indicate below the number of times the rider has ridden in total.

0-10	10-20	20-50	50-100	100-500	500-1000	>1000
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RIDING ABILITY: I confirm that I have safely ridden at these levels in the past (please circle): Walk / Trot / Canter

EMERGENCY CONTACT: (Must be completed)

Contact Name	Relationship to rider	Home	Work	Mobile

MEDICAL HISTORY

Do you, or your child, suffer from any of the following? NO (Please check box if applicable)

Please circle any pre-existing medical or other condition that may affect or risk other persons or yourself.

- Asthma Diabetes Epilepsy / Fits Fainting / Dizziness Blackouts Disability
 Heart Condition Allergy Pregnancy Back Pain Recent Injuries

Other:

If you suffer from Allergies please describe the allergy and your reaction:

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MEDICATION

If it is necessary for you, or your child, to carry medication at all times, please provide:

Drug name:.....Dosage.....Frequency.....

CONSENT TO MEDICAL ATTENTION

I authorise the Provider to administer first aid and call an ambulance if necessary for the medical attention of myself, or my child. I agree to bear any cost thereby incurred.

SIGNATURE OF RIDER (or Parent/Guardian if under 18): **Date:**.../.../.....

NAME OF RIDER (or Parent/Guardian if under 18):

Privacy Statement – Privacy Act 1998

By completing this form you are supplying Uncle Nev's with personal information about yourself. This information is needed to ensure your safety during your time with us. Uncle Nev's is required to collect this information by our insurance company and by the department of Workplace Health and Safety. This information you provide will not be supplied to any other organisation or used for any other purpose than that which is stated above