LIABILITY WAIVER FORM
EXCLUSION OF CERTAIN RIGHTS TO SUE

Print Form

AFFINITY Risk Management

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 known to the Provider.

Name of provider	JOHN WICKS TRAINING STABLES
Address of provider	664 Biddaddaba Creek Road, Biddaddaba Post Code: 4275 State: QLD

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 the recreational activity that there are inherent risks involved to him or her or other people in their care and control. This agreement is directed and limited to inherent risks that are patent. The participants also acknowledges 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.

Description of Recreational Services:	Horse riding, arena instruction, horse training, clinics, agistment & equine events
Steps taken to avoid the danger of personal injury or death by:	Weekly equipment inspections, trained staff, staff participant ratio compliant with the Industry Standard, adherence to industry code of practice, emergency procedures in place; contingency plans in place for emergencies; all staff qualified first aid, communication procedures in place.

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 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.

Declaration and 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 my and or my dependants personal injury or death that result from any negligence caused by the Provider.

Signature of Participant

Date:

Print Name:

Address:

Signature of Legal Guardian (if participant is U/18)

Post Code: State:

JOHN WICKS TRAINING STABLES

Confidential Riding Application and Medical History Form

Riders name: _____ Riders age: _____ (if under 18) ☐ Over 18 (Check Box)

Contact Numbers: _____

I am applying to ride with

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 Instructor/Guide may cancel my ride without refunding any fee if I do not comply with any of these terms and conditions

Riding experience

- ☑ The number of times the rider has ridden in the last 12 months _____
- ☑ Indicate below the number of times the rider has ridden in total

☐ 0 - 10	☐ 10 - 20	☐ 20 - 50	☐ 50 - 100	☐ 100 +
Little experience	Some experience	Average experience	Experienced	Very experienced

In the case of any emergency the following information is intended to assist:

Name and telephone numbers of contact people. ** Legal gardian details must be provided if rider is under 18 years of age

Emergency contact name	Relationship with rider	Mobile	Home	Work

Are there any learning difficulties that need to be discussed, so the Instructors/Guides are able to accommodate accordingly?

Please describe: _____

Do you (or your child) suffer from any of the following? ☐ NO (Please tick if applicable)

Please tick: Any pre-existing medical or other condition that may affect or risk other persons or myself.

☐ Asthma	☐ Diabetes	☐ Epilepsy / Fits	☐ Fainting	☐ Blackouts	☐ Disability	☐ Back injury
☐ Heart Condition	☐ Blood Condition	☐ Pregnancy	☐ Dizziness	☐ Migraines	☐ Uneven Pupils	☐ Medications
☐ Allergic Reactions	☐ Recent injury	Other (describe)				

Allergies

Please describe alergy and reaction _____

Tetanus Immunisation

It is particularly important that people dealing with horses are immunised against tetanus. Tetanus is normally given at five years of age as Triple antigen or CDT and at fifteen years of age as ADT. Year of last tetanus immunisation _____

Medication

Is it necessary for you or your child to carry their own medication at all times? _____

Name of drug: _____ Frequency: _____ Dosage: _____

Consent To Medical Attention

I authorise the instructor in charge to administer first aid and call an ambulance. I agree to bear any cost thereby incurred.

Signature of Rider _____

Signature of Legal Guardian (if participant is U/18) _____

Date: _____

Privacy Statement – Privacy Act 1998

By completing this form you are supplying **the Provider** with personal information about yourself. This information is needed to ensure your safety during your time with us. **The Provider** 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

Print Form ARM EWA 01 2010