

APPLICATION TO RIDE

I hereby apply to ride on the terms and conditions following:



NAME :..... (Rider) AGE: **Over 18(Tick Box)** **Under 18(State Age)**_____

ADDRESS:..... PHONE:.....

THE RIDER ACCEPTS ALL RISK FOR DAMAGE OR INJURY

RIDING EXPERIENCE: 1) The number of times the rider has ridden in the last 12 months =
(COMPLETE BOTH) 2) 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	

1. THE RIDER WILL RIDE AT HIS OR HER OWN RISK.

- 1.1 The rider releases Templewood Horse Riding Centre Pty Ltd (the Centre) from all and any loss or damage for injury or death howsoever occasioned including but not limited to any negligent act or omission on the part of the Centre its employees, contractors or agents and the rider agrees to indemnify and keep indemnified the Centre its employees, contractors or agents against all claims that may be made in respect of such injury or death.
- 1.2 The rider releases the Centre from all and any loss or damage to property howsoever occasioned save for the negligent act or omission on the part of the Centre and subject thereto agrees to indemnify the Centre its employees, contractors and agents against all claims for loss or damage to property.

2. HORSE RIDING IS A DANGEROUS ACTIVITY. The rider recognises that horses are living animals. Each horse has a different nature and temperament. The rider recognises that there is an element of risk in riding horses and that the horses may act in an unpredictable manner, particularly if frightened, hurt or in any way mistreated. The rider acknowledges that a horse may quicken its pace, trot or canter on the return journey to its stable or yard.

3. APPROVED HELMETS ARE COMPULSORY. All riders must wear an approved helmet, with the retention system correctly fastened in accordance with the manufacturers fitting instructions. However the rider acknowledges that no helmet can protect the wearer against all possible impacts.

4. Certain risks are common including but not limited to collisions and falls.

5. The Centre relies on the details provided as to riding experience and age in selecting horses.

6. The Centre makes no warranty of any kind, expressed or implied as to the nature, habits and disposition of any horse supplied.

7. The Rider alone accepts full responsibility for the control of the horse provided and its safety and agrees not to permit fast or uncontrolled riding or galloping and will only ride in a safe and controlled manner. Jumping is not allowed unless accompanied or supervised by an instructor.

8. The Rider will not permit the horse selected for their personal use to be exchanged with other Riders or permit any person other than the selected Rider to ride the horse or permit the doubling of any other person, including children unless authorised and accompanied by an instructor.

9. The Rider will be responsible for the correct adjustment of all harness, saddle, stirrups and helmet prior to and during the ride. The saddle girth must be kept tight at all times. The girth must be checked every hour to ensure tension is maintained. The Rider shall request the ride attendant to assist in the adjustment of all equipment prior to and during the ride if necessary. The girth is not to be loosened or the saddle removed when resting the horse.

10. All accidents or injury to persons or damage to property or loss of equipment must be reported to the Centre Office Manager before leaving the Centre. If this is not possible due to injury then such report must be made in writing within 14 days of the date of the injury, damage or loss.

11. All instructions by the Centre's staff must be observed.

12. All directional and information signs situated on the property will be read and obeyed.

13. If any rider does not comply with the conditions set out in this application or in the opinion of the Centre engages in misconduct, discourteous or hazardous riding then the ride may be cancelled by the Centre and the Centre need not refund moneys charged for the ride.

14. This form or application need not be accepted by the Centre and no reason need be given for its rejection.

15. The details on back of page may not be completed for each rider if the rider is one of a group in which case the details will appear on the form for the group leader.

16. The rider acknowledges that the attention of the rider was drawn to these terms and conditions before any booking was accepted.

I expressly agree that the implied warranty under Section 74 of Trade Practices Act insofar as it imposes upon the Centre a liability for death or bodily injury is hereby excluded.

I agree to be bound by the terms, conditions and exclusions set out above.

RIDER'S SIGNATURE.....**DATE**.....

GUARDIAN'S SIGNATURE (IF RIDER UNDER 18 YEARS).....

GUARDIAN'S NAME AND ADDRESS (PLEASE PRINT).....

.....