



**RELEASE AND WAIVER OF LIABILITY TO
SCENIC NSW EQUINE CENTRE PTY LTD (ACN 162 244 242) T/A SCENIC NSW
HORSE RIDING CENTRE OF LOT 1 CAMPBELLTOWN ROAD, DENHAM COURT
(SNEC) BEING THE RECREATIONAL SERVICE SUPPLIER**

APPLICATION TO RIDE

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

NAME OF RIDER: AGE:
(Please Print)

Over 18 Tick Box	<input type="checkbox"/>
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ADDRESS:
TELEPHONE: (Home) (Work) (Mobile)
EMAIL ADDRESS:
HELMETS: **To current Australian Standard or equivalent (Approved Helmet) are COMPULSORY.**

Own Helmet Helmet Required

RIDING EXPERIENCE:

Please indicate the number of times the rider has ridden in the past 12 months
Please tick the appropriate box below to indicate the number of times the rider has ridden in total

0-10	10-20	20-50	50-100	100+
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Little Experience	Some Experience	Average Experience	Experienced	Very Experienced

A minor is a person under 18 years of age

A Disabled Person is any person with a physical or mental disability

Please tick if the rider is: A minor Disabled

If disabled, nature of disability:

The rider acknowledges that recreational services supplied by SNEC are accepted at his/her own risk

I accept the Terms and Conditions stated overleaf on this form and acknowledge that they form the entirety of the Agreement for the entire period of participation in the recreational service.

.....
RIDER'S SIGNATURE (if over 18 years) DATE

RESPONSIBLE PERSON'S ACKNOWLEDGEMENT FOR A MINOR OR DISABLED PERSON

**A responsible Person is any person who has the care, parental responsibility or
accompanies a minor or disabled person.**

NAME OF RIDER: DATE:
(Please Print)

ADDRESS:
TELEPHONE: (Home) (Work) (Mobile)
EMAIL ADDRESS:

I, being the Person/Parent/Guardian of the rider, confirm that I have read this document and that I have made the rider aware, in particular, of the Legal Disability Disclaimer for SNEC and of the inherently dangerous nature of the recreational activity.
I agree to indemnify SNEC regarding all legal liability arising due to the participation in the recreational activity of the rider.

.....
SIGNATURE OF RESPONSIBLE DATE
PERSON/PARENT/GUARDIAN

STAFF MEMBER	DATE	HOURS	RATE	START	TOTAL GROUP	NAME OF THE HORSE ALLOCATED

In consideration for being permitted to participate in any way in horse activities, I, the undersigned, understand, acknowledge and accept that:

1. Horse sports are a **DANGEROUS** recreational activity and horses can act in a sudden and unpredictable (changeable way, especially if frightened or hurt).
2. There is significant risk that serious **INJURY** or **DEATH** may result from horse sport activities and in particular this activity.
3. **I CONFIRM** the Recreational Service Supplier has explained this document to me and I am aware of the implications, intent and effect of agreeing to signing the document. I furthermore confirm I am aware of the obvious risks associated with the activities involving horses and I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the Recreational Service Supplier (hereafter referred to as the "Releasees") 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 related activities.
4. **I UNDERSTAND** and 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. **I AGREE NOT TO DRINK ALCOHOL OR TAKE DRUGS PROHIBITED BY LAW BEFORE OR DURING THIS ACTIVITY.**
5. **I AGREE** to follow the directions given to me and that any misconduct or refusal by me to follow any direction can result in the CANCELLATION of participation in the activity and my immediate removal from any horse and the property upon which this activity takes place, **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 RELEASEES AGAINST ALL CLAIMS MADE BY ANY PERSON AS A RESULT OF MY FAILURE TO COMPLY.**
6. **I AGREE** to wear a helmet at all times whilst riding and agree that I am solely responsible for ensuring that I wear a suitable helmet at all times and take sole responsibility for my actions.
7. I, for myself and on behalf of my executors, heirs, assignees, personal representatives and next of kin, **HEREBY RELEASE AND HOLD HARMLESS AND AGREE NOT TO SUE** the Recreational Service Supplier (SNEC), their officers, officials, volunteers, coaches, agents and/or employees, other participants, sponsoring agencies, sponsors and if applicable owners and lessors of premises used to conduct the activities (all of whom are referred to as "Releasees") **WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, OR loss or damage to person or property, WHETHER BY NEGLIGENCE OF THE RELEASEES OR OTHERWISE.**
8. SNEC may take photographs out on the rides and share them on our social media pages and website. By signing this form you agree to the photos being posted online or in advertising material.
If you DO NOT want your photo taken and on social media, please be sure to let one of our guides know on the ride.
9. Horse riding and other activities of this Establishment set out hereunder, fall within the meaning of a "recreational activity".
10. A Recreational Activity is an activity undertaken for the purpose of any sport, any pursuit or activity engaged in for enjoyment, relaxation or leisure or any pursuit or activity engaged in at a place where people ordinarily engage in sport or in any pursuit or activity for enjoyment, relaxation or leisure.
11. Helmet **MUST** be worn on all rides (**NO EXCEPTIONS**).
12. SNEC relies on the details provided, as to riding experience and age in selecting horses.
13. SNEC makes no warranty of any kind, express or implied, as to the nature, habits and disposition of any horse supplied.
14. 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 authorised in writing and the rider is accompanied by an instructor.
15. 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.
16. All accidents or injury to persons or damage to property or loss of equipment **MUST BE REPORTED** to the Office Manager before leaving SNEC. If this is not possible due to injury then such report **MUST** be made at the earliest possible time thereafter or within seven (7) days of the date of the injury, damage or loss.
17. All instructions by SNEC staff **MUST** be observed.
18. All directional and information signs situated on the property **MUST** be obeyed.
19. If any rider does not comply with the conditions set out in this application or in the opinion of SNEC, engages in misconduct, discourteous or hazardous riding, then the ride may be cancelled by SNEC and SNEC need not refund any monies charged for the ride.
20. This form of application need not be accepted by SNEC and no reason need be given for its rejection.
21. The recreational activities of SNEC include, but are not limited to, the following:
 - (a) Trail riding.
 - (b) Traditional lessons such as dressage, show jumping and eventing, trekking, whether overnight or longer periods.
 - (c) Camping, transportation of luggage, consumption of food prepared during the course of the Establishment's activities, the use of the Establishment's equipment of any nature whatsoever, shall not create any legal liability.