

PARENTAL CONSENT AND INDEMNITY

(To be completed where a participant is aged under 18 years) NAME OF PARTICIPANT: NAME OF FACILITY: DATES OF PATICIPATION – FROM: This document is a deed poll in favour of Sugard Pty. Ltd. (Supplier) and its officers, employees, representatives, agents, contractors and volunteers (Personnel). I, the undersigned, am aged over 18 years of age and am a parent or legal guardian of the above named participant (Participant). I consent to the Participant attending the Sugard Pty. Ltd.(Wilmslow Park) (the Centre) for the activities described above, including participating in the events and activities offered by the Supplier or otherwise in connection with it (Activities). I acknowledge and agree: x that the Participant and I have read and understood the Centre's rules and any other rules applying to the Activities; | that the nature of the Activities may include: All Horse Activities including but not limited to riding, cross country, jumping, trail riding, on the grounds, under the arena, off the gounds, unsupervised as well as supervised. and that risks may arise during these and other Activities, including the risk of Personal Injury (as defined below); | that the Supplier and its Personnel would be unable to feasibly operate the Centre if they were liable for x that the Participant attends the Centre and participates in all Activities at my own risk. I indemnify SUPPLIER and each of its Personnel against any and all losses, costs, damages, expenses and liabilities (including legal costs on a full indemnity basis) sustained or incurred by SUPPLIER or any of its Personnel in connection with: x any claim, action, demand or proceedings (whether based in contract, tort (including negligence) or otherwise) by any person in relation to any Personal Injury occasioned by the Participant at, or as a result of, the Centre, or in the course of, or as a result of, any Activities; ☑ any failure of the Participant to follow any rules of the Centre or any directions given by SUPPLIER or its Personnel; or x any act or omission of the Participant at the Centre or in the course of any Activities which causes or contributes to Personal Injury to any person. In this deed poll, a reference to Personal Injury includes: death; physical or mental injury (including the aggravation, acceleration or recurrence of such an injury); the contraction, aggravation or acceleration of a disease; the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs: X that is or may be harmful or disadvantageous to the person who suffers it or the community, or x that may result in harm or disadvantage to the person who suffers it or the community. I agree that in the event of the Participant being involved in an accident, becoming ill, or otherwise requiring medical treatment or care, SUPPLIER or its Personnel may, in their absolute discretion, obtain medical treatment for the Participant and that I must pay all expenses incurred in obtaining such medical treatment or care. Signed, sealed and delivered as a deed poll by parent or guardian of Participant who is under 18 years: Signature: Date: Name (print): ______ Telephone: Address:



COMMONWEALTH

Sugard Pty.Ltd. Waiver

To be signed by those over 18 years

Exclusion, restriction or modification of rights under the Australian Consumer Law (Commonwealth)

Under the Australian Consumer Law (Cth), statutory guarantees apply to the supply of certain goods and services, including recreational activities.

It is possible for a supplier to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier because services provided were not in accordance with the guarantees are excluded, restricted or modified as set out below.

By signing below, you agree that the liability of

Sugard Pty. Ltd.

for any:

- death;
- physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
- the contraction, aggravation or acceleration of a disease;
- the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:
 - o that is or may be harmful or disadvantageous to you or the community.
- o that may result in harm or disadvantage to you or the community, that may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services is excluded.

| Signature: | Date: |
|------------------------------|-------|
| Name (Print): | |
| Signature of witness: | |
| Name and address of witness: | |

Confidential Riding Application and Medical History Form Over 18 Riders name: (Check Box) Contact Numbers: Age: (if under 18) 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 The number of times the rider has ridden in the last 12 months Riding experience Indicate below the number of times the rider has ridden in total 0 - 1010 - 2020 - 5050 - 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 Mobile Relationship with rider 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** Uneven Pupils Pregnancy Dizziness Migraines Medications Allergic Other (describe) Recent injury Reactions **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)

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

Date: