

# JESTERS FLAT Risk Warning and Waiver of Liability

The following pages affect your legal rights and obligations. Please read these carefully and only agree if you fully understand their contents. For Participants under 18 years of age, these documents must be accepted by a parent or legal guardian.

## Description of Activities:

HORSE RIDING trails and treks.
--------------------------------

## Risk Warning

I am aware that by my participation in any activities arranged by Jesters Flat, certain risks or dangers may occur which could include:

Physical, bodily or psychological injury or death.

Physical exertion to which I am not accustomed.

Failure of equipment or use of inadequate equipment.

There may be no or inadequate facilities for treatment or transport to treatment if I am injured.

The conditions in which the activities are conducted may vary without warning.

I may cause injury to other persons and/or other persons may cause injury to me.

I may be injured or die due to the negligence, breach of contract or breach of statutory duty or guarantee of Jesters Flat.

I acknowledge that the activities are being undertaken for the purposes of recreation, enjoyment or leisure, and involve a significant degree of risk of physical harm.

I acknowledge that the Activity may be undertaken with one or more other persons as part of a group and that Jesters Flat is not liable for the actions of other participants in the group activity.

By agreeing below, I acknowledge, agree and understand that the risks associated with the Activities and/or recreational services have been explained to me. I undertake any such risk voluntarily and at my own risk.

I acknowledge that the risk warning above constitutes a "risk warning" in accordance with the Civil Liability Act 2002 (NSW) and the Civil Liability Act 2002 (WA).

## Participant's Warranties

I agree to abide by any of the Jesters Flat rules, and any direction or instruction given to me by the Jesters Flat team members during the course of the Activities. I agree to use and/or wear any equipment given to me by Jesters Flat.

I declare that I am medically and physically fit and able to participate in the Activities. I acknowledge that I must, and agree that I will, disclose any pre-existing medical or other condition, injury or concern that may affect the risk that either I or any other person will suffer injury, loss or damage during the course of the Activities and notify Jesters Flat of any injuries, illness or concerns that may arise during the Activity. I will not engage in any reckless, negligent or foolish behaviour or any other behaviour that is likely to cause injury to me, any other participant or person.

I agree that if I suffer any injury or illness, Jesters Flat may provide evacuation, first aid and/or medical treatment at my expense and that my acceptance of these terms and conditions constitutes my consent to such evacuation, first aid and/or medical treatment.

I declare that I have not consumed any alcohol or mind altering substance, or medication that may impact my judgement or physical capacity, before or at the time of engaging in the Activities.

## Exclusion of liability

I agree to and unconditionally release, waive, discharge and forever hold harmless, Jesters Flat or any of its employees, agents, directors or officers, from any claims as a result of any personal injury sustained, whether caused by Jesters Flat negligent act or wilful act or omission, breach of contract, breach of statutory duty, error, or otherwise in connection with or arising out of the Activities.

I agree that Jesters Flat will not be liable for any claims for personal injury that may be brought against it as a result of or in connection with any act, omission, default, failure or error on the part of Jesters Flat, and agree to indemnify and keep indemnified Jesters Flat in respect of any such claims.

## Waiver

It is possible for a supplier of recreational services to ask you to agree that the statutory guarantees under the *Australian Consumer Law* (which is schedule 2 to the *Competition and Consumer Act 2010 (Cth)*) do not apply to you. If you agree to this form, you will be agreeing that your rights (or the rights of a person for whom or on whose

behalf you are acquiring the services) to sue Jesters Flat in relation to Jesters Flat services or the activities that you undertake because the services or activities provided were not in accordance with the guarantees are excluded, restricted or modified as set out below.

By agreeing to this form, you agree that the liability of Jesters Flat in relation to the activities (as defined by the *Competition and Consumer Act 2010* (Cth), the *Consumer Affairs and Fair Trading Act* (NT) and the *Australian Consumer Law*) and recreational activities (as defined by the *Civil Liability Act 2002* (NSW) and the *Civil Liability Act 2002* (WA)) for any:

Deaths;

Physical or mental injuries (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 in relation to an individual:

That is or may be harmful or disadvantageous to you or the community; or

That may result in harm or disadvantage to you or 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 the recreational services or recreational activities is excluded.

You acknowledge and agree that the above provision operates to exclude the liability of Jesters Flat as a result of a breach of an express or implied warranty that the recreational services will be rendered with reasonable care and skill in accordance with section 5J of the *Civil Liability Act 2002* (WA) and section 5N of the *Civil Liability Act 2002* (NSW).

## **Declaration**

I have read carefully and understand this risk warning and waiver of liability and agree to it freely and voluntarily without inducement of any kind.

By purchasing this Horse Riding Tour, I have agreed to the risk warning and waiver of liability for myself (or a person for whom or on whose behalf you are acquiring the services) and participants under 18years of age in my care.

This is to certify that I, as a parent/guardian with legal responsibility for the Participant, acknowledge, understand and accept all of the above and consent to his/her release as provided above. I release and agree to indemnify and hold harmless Jesters Flat from any and all liabilities arising from my minor child's involvement or participation in the Activities and/or recreational services, even if arising from the negligence of Jesters Flat.