



**LIABILITY WAIVER FORM - EXCLUSION OF CERTAIN RIGHTS TO SUE**

**This form also acts as a 'permission slip' for participants under the age of 18 years.**

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.

Name and address of Provider: **Green Acres Trails and Training**  
30-222 King Road Neorum QLD 4514

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 and HORSE TRAIL RIDES**  
**Steps taken by Green Acres Trails and Training to avoid the danger of personal injury or death:**  
HSA Qualified Instructors, Horse Safe Code of Practice, Regular equipment inspections, trained horses, staff participant ratio compliant with the Industry Standard, 3838 helmets, and 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.

**Participant's printed name**

**Signature of Participant**

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

**Date**

**Address**

  
  
  
State \_\_\_\_\_ PostCode \_\_\_\_\_

**Contact phone number**

Participant's age (if under 18):  Over 18  (check box)

# Confidential Riding Application and Medical History

I am applying to ride at **Green Acres Trails and Training** and 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 Management may cancel my ride without refunding any fee if I do not comply with any of these terms and conditions.

**HELMET REQUIRED** (Please tick):

**I WILL WEAR MY OWN HELMET** (Please tick):

**RIDING EXPERIENCE:** (1) Indicate the number of times the rider has ridden in the last 12 months.


(2) Indicate below the number of times the rider has ridden in total.

0-10	10-20	20-50	50-100	100-500	500-1000	>1000
------	-------	-------	--------	---------	----------	-------

**RIDING ABILITY:** I confirm that I have safely ridden at these levels in the past (please circle): Walk / Trot / Canter

**RIDE EXPECTATION:** During the ride I wish to (**please circle**): Walk only / Walk / Trot / Canter

**EMERGENCY CONTACT: (Must be completed if rider is under 18)**

Contact Name	Relationship to rider	Home	Work	Mobile

---

## MEDICAL HISTORY

Do you, or your child, suffer from any of the following?  NO (Please check box if applicable)

**Please circle** any pre-existing medical or other condition that may affect or risk other persons or yourself.

Asthma          Diabetes          Epilepsy / Fits          Fainting / Dizziness          Blackouts          Disability  
Heart Condition    Allergy          Pregnancy          Back Pain          Recent Injuries          Medications

Other: .....

If you suffer from Allergies please describe the allergy and your reaction:

.....

## MEDICATION

If it necessary for you, or your child, to carry medication at all times, please provide:

Drug name:.....Dosage.....Frequency.....

---

## **CONSENT TO MEDICAL ATTENTION**

I authorise the instructor/guide in charge to administer first aid and call an ambulance if necessary for the medical attention of myself, or my child. I agree to bear any cost thereby incurred.

---

Signature of Rider (or Parent/Guardian if under 18): ..... Date:../...../.....

Name of Rider (or Parent/Guardian if under 18): .....

### **Privacy Statement – Privacy Act 1998**

By completing this form you are supplying **Green Acres Trails and Training** with personal information about yourself. This information is needed to ensure your safety during your time with us. **Green Acres Trails and Training** 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