

## **RISK WARNING, WAIVER & INDEMNITY**

Shibumi Equestrian Centre Pty Ltd A.C.N. 128 307 157 ('Shibumi'), its officers, employees, agents and contractors, warn every person riding, driving, handling, touching or going near a horse:

1. a horse is a large, heavy, herd animal, a creature of flight and can react without warning. It has highly developed senses of hearing, sight and smell, which can make its response to familiar but especially unfamiliar sounds, movements, objects, people, horses and other animals unpredictable and potentially harmful to him or her and any person nearby;
2. regardless of its size, weight or age, a horse can react suddenly and unexpectedly to external stimuli (auditory and visual, real and perceived) including (amongst other reactions and behaviours) bite, bolt, buck, crush, disobey riding aids, fall, jump, kick, lose balance, pig-root, rear, roll, shy, slip, stop and turn, and stumble, when the person is on or near it ('Risks'). The Risks increase in myriad situations, including (but not limited to): horses ridden or handled close together; horse training; cross country training; horses that lack fitness and/or confidence; when he or she has no riding or horse experience or is inexperienced; someone else can't control their horse; weather affected terrain; fire and smoke; taking a horse into or along water; shadows on the ground or on walls; leading a horse onto or off a float or truck; using clippers; using stables, washbay, yards; the horse has a vice, bad behavior or is unsound; the riding gear (saddle, bridle) is not properly fitted, in poor condition or unsuitable; and failure to wear a riding helmet and body protector each compliant with current Equestrian Australia's eventing rules, and heeled riding footwear on a horse and protective footwear near a horse, despite Shibumi's requirement that they be worn;
3. the following people, animals, circumstances and things may be present or occur wherever horse activities and interactions take place and can increase the Risks: jumps that are not secured to the ground; domestic and farm animals; stallions and colts; dogs on the loose or restrained; wildlife, including (but not limited to) swallows and other birds in flight; raucous or unruly children; sirens; rabbit and wombat holes and warrens; vehicles and equipment including (but not limited to) motorcycles, tractors, utes, modified vehicles, motorised horse feed delivery vehicles, trailers; thick bush; slippery, rocky, steep, water logged, dusty and uneven terrain; bad weather; aircraft flying low overhead; paddock and arena fencing of various forms, including electric wire and tape; equipment and obstacles used in training horses including (but not limited to) rails, jumps, in ground or cross country jumps, bridges, banks, dams and water obstacles;
4. riding a cross country course increases the Risks because of the need for appropriate energy, length of stride and balance to jump cleanly over, and travel safely between, fences of different types, complexity and difficulty and the need to adjust these requirements according to the type and nature of footing beneath the horse and because the jumps are not secured to the ground on the cross country course and can therefore move; and he or she must, if a novice or inexperienced rider or a rider under 18 years of age, have either his or her coach or a parent present with him or her; and
5. irrespective of prior horse experience, anyone riding, handling, driving, touching or going near a horse will be exposed to the possibility of death, serious permanent injury (including spinal and brain injury) or minor injury from a fall (especially if riding without stirrups, a saddle or bridle or at speed), kick, drag, crush, bite or knock, even if he or she acts safely and wears a riding helmet and, on the cross country course a body protector, each compliant with current Equestrian Australia's eventing rules, and protective footwear but especially if no such helmet, protector or footwear is worn or if he or she is affected by drugs, alcohol, medication or an existing medical condition (including pregnancy).

The above warning and the following conditions bind every person who rides, drives, handles, touches or goes near a horse:

6. he or she does so at his or her own risk;
7. if riding the cross country course, he or she is a current financial member of Equestrian Australia;

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8. he or she will observe and perform all of Shibumi's oral and written requests, directions and guidelines, as well as the rules and requirements of Equestrian Australia and, whether mounted or on the ground, keep a safe distance from another horse;
9. he or she will not ride, drive, handle, touch or go near a horse (as the case may be): that is lame, sick, injured or diseased; that exceeds his or her skill; if he or she is affected by alcohol, drugs or medication (prescribed or not); if he or she is impaired cognitively or physically by reason of past or present injury, illness or disease (unless Shibumi has given prior approval after full written disclosure); if the riding gear is not properly fitted, in poor condition or unsuitable for the horse; without wearing a riding helmet and, on the cross country course a body protector, each compliant with current Equestrian Australia's eventing rules and heeled riding footwear; without carrying personal medical information on their person; in any way or anywhere that poses an unreasonable risk of harm to him or herself, the welfare of another person or the horse; anywhere that Shibumi has advised him or her not to ride, drive or walk on;
10. Shibumi will not be liable for death or personal injury (as defined in s.5 *Civil Liability Act* 2002) of anyone riding, driving or interacting with a horse due to or arising out of:
  - (a) any breach of an implied warranty, condition or guarantee under the written and unwritten law that the horse activities or interactions will be rendered with reasonable care and skill;
  - (b) breach of a guarantee under Subdivision B of Division 1 of Part 3-2 of the Australian Consumer Law (NSW) in relation to the horse activities or interactions (the provisions of which subdivision are excluded);
  - (c) negligence or fault on its part under the law; or
  - (d) materialisation of any of the Risks;
11. he or she will not make any claim or bring any legal action against Shibumi arising from or connected with any liability excluded by clause 10;
12. he or she will indemnify Shibumi against all losses, liabilities, damages and costs that it sustains or incurs by reason of any future legal claim or action relating to the death of or personal injury to him or her; and
13. if any clause in whole or part is unenforceable, void or voidable by reason of any present or future law, it must be severed (if it may not be read down) and the remainder given full force and effect.

**THE PERSON NAMED BELOW HAS READ THIS DOCUMENT,  
UNDERSTANDS THAT IT AFFECTS HIS OR HER LEGAL RIGHTS AND  
SIGNS WITHOUT COMPULSION OR OBLIGATION**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Shibumi's signature

\_\_\_\_\_  
Print name

Dated:

Print name and contact number of person to contact in case of emergency:

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