



*Use with children in New South Wales only*

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

Shibumi Equestrian Centre Pty Ltd A.C.N. 128 307 157 ('Shibumi') of 200 Ferndale Road, Bundanoon, New South Wales ('Property'), its officers, employees, agents, contractors and volunteers, and the owner of the Property, warn every child riding, driving, handling, touching or going near a horse and that child's parent that:

1. a horse is a large, heavy, herd animal, prone to flight and can react without warning. It has highly developed senses of hearing, sight and smell and is wary of unfamiliar and unexpected elements in the environment. This 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, age or education, 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/driving 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 are elevated in myriad situations, including: horses ridden or handled close together; horse training; horses that lack fitness and/or confidence; when a person has no riding, driving or horse experience or is inexperienced; riding, driving or handling a horse near, along or in a dam or creek; shouting or raised voices; someone else can't manage or loses control of their horse; weather affected terrain; weather events like strong wind, hail, thunder and lightning; fire and smoke; 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 or bad behavior or is unsound or uncooperative; riding/driving gear (including saddle and bridle) is not properly fitted, in poor condition, unsuitable or fails; and, despite Shibumi's requirement that they be worn, failure to wear a riding helmet compliant with the safety requirements of current Australian Standards and heeled riding footwear on a horse and protective footwear near a horse;
3. the following people, animals, circumstances and things may be present or occur on the Property or on land adjoining the Property and can also elevate the Risks: jumps that are not secured to the ground; domestic and farm animals; stallions and colts; dogs confined or loose, running, barking and jumping; wildlife such as wombats, swallows and other birds in flight; noisy, active children; sirens; rabbit and wombat holes and warrens; sight, sound and movement of vehicles and equipment (on the Property, neighboring land and on adjoining/nearby roads) including cars, trucks, utes, modified vehicles, motorised horse feed delivery vehicles, caravans, tractors, ATVs, motorbikes, bicycles, horse floats, trailers, mowers, grass cutters/trimmers and chainsaws; uneven, slippery, rocky, steep, boggy, water logged, dusty and uneven terrain; aircraft including drones flying low overhead; equipment and obstacles (fixed and portable) used in training horses including rails, in ground or cross country jumps, bridges, banks, dams and water obstacles, mounting blocks, ground rails, cavalettis, trot poles and grids; falling and fallen timber; paddock, yard and arena fencing of various types (post and rail, and wire) including electrified wire and tape; horses bolting or moving quickly; movement behind vegetation; shrubs, trees and litter moving in the wind; sight and sound of spray from irrigation pumps and sprinklers;
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 on a jump approach and landing (which must be checked before jumping) 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;
5. regardless of prior horse experience, the Risks expose anyone riding, driving, handling, touching or going near a horse to the possibility of death and serious personal physical and mental injury (including spinal and head/brain injury) as well as aggravation, acceleration or recurrence of any pre-existing physical or mental injury, from a fall (especially if riding without stirrups, a saddle or bridle or at speed or jumping over jumps or obstacles), kick, drag, crush, bite or knock, even if he or she acts safely and wears (as required by Shibumi) a riding helmet compliant with the safety requirements of current Australian Standards, and if jumping a horse, compliant body protectors, hard hats and medical arm bands, along with protective heeled footwear, but especially if no such gear or footwear is worn; and
6. if he or she has a sensory, intellectual or physical impairment or disability of any kind, to any degree, there is an especially elevated risk of death and personal injury due to or arising from the Risks warned about.

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In consideration of Shibumi supplying the opportunity to the child to ride, drive, handle, touch or go near a horse on the Property, the parent who signs below acknowledges the above warning and agrees with Shibumi to the following terms:

7. the child does so at his or her own risk;
8. he or she acknowledges that horse riding, driving and interaction involves a significant risk of personal injury;
9. the child will observe and perform all Shibumi's oral and written requests, directions and guidelines and, whether mounted or on the ground, keep a safe distance from another horse;
10. the child will not ride/drive a horse: that is sick, injured or lame (by reason of injury or disease) or exceeds his or her skill; if the child is affected by alcohol, drugs or medication (prescribed or not) or impaired cognitively or physically by reason of past or present injury, illness, disease or disability (unless Shibumi has given prior approval after full written disclosure); if the riding/driving gear is not properly fitted, in poor condition or unsuitable for the horse; without wearing a riding helmet compliant with the safety requirements of current Australian Standards and heeled riding footwear; 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;
11. Shibumi, its officers, employees, agents, contractors and volunteers, will not be liable, together or individually, for death or personal injury (as defined in s.5 *Civil Liability Act 2002*) to the child 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 or their part under the law; or
  - (d) materialisation of any of the Risks;
12. he or she must not make any claim or take any legal action against Shibumi, its officers, employees, agents, contractors and volunteers, together or individually, or encourage, permit or authorise anyone else to do so on the child's behalf, due to or arising out of the child's death or personal injury;
13. he or she must indemnify Shibumi, its officers, employees, agents, contractors and volunteers, together and individually, against all losses, liabilities, damages and costs that it or they sustain or incur by reason of any future claim or legal action relating to the child's death or personal injury made or taken in contravention of clause 12 and despite the terms of clause 11;
14. he or she consents to any necessary or prudent medical examination and treatment of the child on the Property and acknowledges liability for the costs of it including transport by ambulance; and
15. 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 PARENT NAMED BELOW HAS READ THIS DOCUMENT, UNDERSTANDS THAT IT AFFECTS HIS OR HER AND THE CHILD'S LEGAL RIGHTS AND SIGNS FREELY, WITHOUT COMPULSION OR OBLIGATION**

*This document may be signed in the following ways: by hand; by electronic signature which shall be considered as an original signature and have the same force and effect as an original signature and an 'electronic signature' includes electronically scanned and transmitted versions of an original; or by including a mark (tick or cross) in the box on an online Shibumi event entry form via Nominate or another event entry electronic platform.*

\_\_\_\_\_  
Print child's name

\_\_\_\_\_  
Parent's signature

Dated: \_\_\_\_\_

\_\_\_\_\_  
Child's date of birth

\_\_\_\_\_  
Print parent's name

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

\_\_\_\_\_