



# GUNNAMATTA TRAIL RIDES

*Horsin' around on the Peninsula*

Equine Adventures Pty Ltd ACN 127 381 177 trading as GUNNAMATTA TRAIL RIDES

## ASSUMPTION OF RISK FORM

- The Proprietor relies on information as provided by the Customer and by signing below, the Customer acknowledges that all information provided is accurate and complete.
  - The Customer must disclose any pre existing medical or any other condition that may affect the risk that either the Customer or any other person may suffer loss, damage or injury.
- The Customer understands and acknowledges that horse riding is inherently a dangerous activity and accepts that there are risks associated with horse riding including the possibility of injury, death, loss or damage. The Customer understands that risks specifically associated with horse riding as provided by the Proprietor ("The Activity") include:**
  - The unpredictability of horses, especially if frightened or hurt, no matter how well trained they are.**
  - The remoteness of the area in which the rides takes place.**
  - Sudden and unexpected changes in the weather.**
  - Physical exertion for which the Customer may not be prepared.**
  - Difficulties in evacuation if the Customer is or becomes disabled.**
- The Customer agrees and acknowledges that, to the extent permitted by law, the Proprietor shall not be liable for any injury, loss or damage suffered by the Customer or by any other person, arising from or in conjunction with the Customer's participation in The Activity whether such injury, loss or damage was caused directly or indirectly by the negligence of the Proprietor or otherwise, or by the Proprietors servants or agents.
- The Customer releases the Proprietor from all claims and indemnifies the Proprietor against all claims made by or on behalf of the customer or their dependants.**
- The Customer will obey and comply with all rules and directions made or given by the Proprietor in connection with The Activity. In particular, the Customer has been advised that wearing an approved helmet is compulsory at all times during the ride. If a Customer fails to comply with the Proprietor's rules or directions, the Customer will not be permitted to ride or to continue the ride if commenced and no refund will be given.
- The Proprietor reserves the right to refuse a person to ride for any reason where the Proprietor believes a customer's or horse's safety may be at risk.**
- To the extent permitted by law, the Customer acknowledges and accepts that all warranties, covenants and stipulations are excluded.
- The Customer understands and acknowledges the dangers associated with the consumption of alcohol or any mind altering substance before or during a ride and the Customer accepts full responsibility for any injury, loss or damage that is associated with the Customer's consumption of alcohol or any mind altering substance.**
- If the Customer suffers any injury or illness, the Customer accepts that the Proprietor may provide reasonable evacuation, first aid and medical treatment at the Customer's expense and the Customer will reimburse such costs to the Proprietor on request.
  - The Customer consents to such evacuation, first aid and / or medical treatment at the discretion of the Proprietor.
  - Any accident, injury, loss or damage must be reported to the Proprietor before the Customer leaves the Proprietor's property.

*NOTE: Section 74 of the Trade Practices Act ("The Act") implies a warranty of due care and skill into contracts for the supply of services to consumers, as defined in The Act. To the extent that the warranty applies to any contract relevant to the release and waiver of liability, it cannot be excluded.*

### FOR 18+ YEAR OLDS: - ACCEPTANCE OF THE ABOVE TERMS AND CONDITIONS OF RIDING

YOUR NAME: \_\_\_\_\_ AGE: 18 – 35 \_\_\_ 36 – 50 \_\_\_ 50+ \_\_\_

EMAIL: \_\_\_\_\_ (Privacy Assured)

NAME AND AGE OF RIDERS UNDER 18 YEARS Name: \_\_\_\_\_ Age: \_\_\_\_\_ Name: \_\_\_\_\_ Age: \_\_\_\_\_

Name: \_\_\_\_\_ Age: \_\_\_\_\_ Name: \_\_\_\_\_ Age: \_\_\_\_\_

FOR TOURISTS ONLY: Home Country \_\_\_\_\_

FOR AUSTRALIANS: ADDRESS \_\_\_\_\_ POSTCODE: \_\_\_\_\_

WEIGHT: Do you weigh more than 95kg? YES \_\_\_ NO \_\_\_ IF YES, please notify our receptionist before signing this form.

### RIDING EXPERIENCE

- How many times have you ridden a horse in the past 5 years? 0 1 2 3 4 5+
- How would you rate your riding experience: Never Ridden \_\_\_ Basic \_\_\_ Intermediate \_\_\_ Advanced \_\_\_
- If you have ridden before,**

a. Can you confidently rise to the trot ? YES NO

Can you confidently canter? YES NO

**I UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS AS EXPLAINED ABOVE**

**SIGN HERE >>>** SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_\_

**How did you find out about Gunnamatta Trail Rides?**

Internet \_\_\_ if so, did you Google? Y N Local Magazine \_\_\_ Recommendation \_\_\_ Been before \_\_\_

Tourist Information Centre \_\_\_ Phone Directory \_\_\_ Other Advertising \_\_\_ Other (please explain) \_\_\_\_\_