

Peninsula Park Equestrian Centre

Peninsula Park Equestrian Centre

ABN: 96 637 809 641

Eramosa Road West

Moorooduc, Victoria 3933

Release of Waiver of Liability

Must be agreed by any participant who is:

- NOT a current member of Peninsula Park Equestrian Centre or
- is using the facility and has not agreed to a Release of Waiver of Liability previously

I, in consideration for being permitted to participate in any way in horse sport activities at the facility of Peninsula Park Equestrian Centre understand, acknowledge and accept that:

- Horse sports are a dangerous recreational activity and horses can act in a sudden and unpredictable way
- There is a significant risk that serious injury or death may result from horse riding and associated activities and freely assume all such risks, even if arising from the negligence of Peninsula Park Equestrian Centre and/or its management and/or staff
- I voluntarily participate at my own risk, and assume sole responsibility for any injury, death or property damage I may suffer
- I understand and acknowledge the dangers associated with and agree to not consume alcohol or any mind-altering drugs before and during the activity and I take full responsibility for any injury, loss or damage associated with their consumption
- I will follow the directions of the management and understand that any misconduct or refusal by me to follow these directions can result in the cancellation of my participation and my immediate removal from my horse no matter where that may occur. I understand that any such non-compliance may result in injury, death and or permanent disability and I agree to indemnify Peninsula Park Equestrian Centre and/or the management/staff or others against all claims made by any person as a result of my failure to comply.
- I agree to always wear a helmet whilst participating in equestrian activities, as this is required under the relevant rules and regulations and agree that I am solely responsible for my actions.

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release and hold harmless and agree not to sue Peninsula Park Equestrian Centre and/or the management and/or staff, their officers, officials, volunteers, agents and/or employees, other participants, sponsoring agencies, sponsors, state bodies, affiliated clubs and if applicable, owners and lessors of premises used to conduct the activities with any respect to and all injury, disability, death, or loss or damage to person or property, whether caused by the negligence of these parties or otherwise.

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Effect of this Document

I have had sufficient opportunity to read this release of liability and assumption of risk agreement, fully understand its terms, understand that I have given up substantial rights by agreeing to it, and voluntarily without inducement of any kind.

I understand that my agreement to this document constitutes a complete and unconditional release of all liability of Peninsula Park Equestrian Centre, it's staff and others, to the greatest extent allowed by law in the event of me and/or the children under my care, suffering injury or death.

For participants of Minority Age (Under Age 18)

This is to certify that I, as a person under 18 years of age, have from my legal guardian, with legal responsibility for me, received acknowledgement and understanding to accept all of the above and they consent and agree to the release as provided above of Peninsula Park Equestrian Centre and others, and, for myself, my heirs, assigns, and next of kin, the release and agreement to indemnify and hold harmless these parties from any and all liabilities arising from my involvement or participation in horse sport activities, even if arising from the negligence of the above mention parties.