

ANN MONTGOMERY

RELEASE AND WAIVER OF LIABILITY

COACH DETAILS

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PARTICIPANT DETAILS

Name: _____
Street address: _____ Suburb: _____
Postcode: _____
Home number: _____ Mobile no.: _____
Email address: _____
Date of Birth: _____ EA/PCAWA no.: _____
Participant's experience: _____

HORSES DETAILS

Horse's name: _____ Horse's age: _____
Horse's experience: _____

EMERGENCY CONTACT DETAILS

Name: _____ Contact number: _____
Doctor's name and address: _____

Doctor's contact number: _____

Details of medical conditions, allergies, disabilities or injuries: _____

Vet's name and address: _____

Vet's contact number: _____

1. ACTIVITIES

- 1.1 The Coach hereby agrees to provide the Activities described below to the Participant, as requested from time to time, for the fee charged by the Coach and disclosed to the Participant from time to time.
- 1.2 In consideration for being permitted to participate in the Activities, the Participant hereby agrees to comply with the terms set out herein in relation to all transactions between the Coach and the Participant.
- 1.3 The Activities are all activities organized by the Coach for which a fee is payable. They include, but are not limited to:
 - a) the coaching of the Participant in the riding and training of horses (whether mounted or unmounted);
 - b) unmounted feedback sessions and workshops, which might also include Pilates, yoga and other forms of human bodywork or exercise;
 - c) clinics at which third parties may participate as coaches or instructors of any kind of similar activity.
- 1.4 The Activities will occur at various venues in Australia and New Zealand.

2. CANCELLATION

- 2.1 The Participant acknowledges and agrees that any Activities that they engage in with the Coach may be cancelled in any one of the following circumstances:
 - a) the Coach determines, in her absolute discretion, that it is not safe to conduct or continue the Activity, in which case the Participant will be liable to pay for the Activity when the coach has flown in from Perth WA Australia .
 - b) the Participant cancels the Activity , in which case the Participant and must pay the Coach in full for the Activity.
 - c) during the Activity the Participant refuses to follow any direction given by the Coach, in which case the Coach can cancel the Activity immediately and the Participant and must pay the Coach in full for the Activity.

3. REQUIRED EQUIPMENT

- 3.1 The Participant agrees to wear:
 - a) a riding helmet which is approved for use by Equestrian Australia from time to time; and
 - b) protective footwear with a clear cut heel;at all times when participating in Activities which involved the riding or handling of horses.

4. ACKNOWLEDGEMENTS

The Participant acknowledges, understands, agrees and accepts that:

- 4.1 There are obvious, significant and inherent risks associated with participating in the Activities, and all activities involving horses (**Risks**), including, but not limited to, injury of any kind to the Participant (including paralysis, brain injury or injury leading to a physical or other disability) and/or their horse/s, injury that may cause or result in the death of the Participant and/or their horse/s and/or may cause damage to the property of the Participant.
- 4.2 Each and all of the Risks can and may occur even in circumstances where the Participant and the Coach have conducted themselves with all due care and skill and the venue is appropriate and safe for the Activities. Often the Coach cannot control or influence what occurs at or around the venue.

- 4.3 They engage in any and all of the Activities voluntarily and at their own risk.
- 4.4 If at any time before or during the course of the Activities, the Participant forms the view that it is unsafe to engage in, or continue to engage in, the Activities they will notify the Coach of this immediately refuse to participate in, or participate further in, the Activities.
- 4.5 They will follow the direction of the Coach at all times.
- 4.6 They will pay due regard and attention to the safety of all other people present at the venue, whether participating in the Activities or not.
- 4.7 They will not participate in the Activities if:
- they are under the influence of drugs, or alcohol, other than prescription medication;
 - they are not in good health;
 - they have not disclosed to the Coach all physical injuries, disabilities, illnesses or conditions that they have at the time of the Activities;
 - they have not honestly disclosed their level of experience with horses to the Coach; or
 - any of the equipment that they are using or that is on their horse is not in good and safe condition and suitable for the Activity.
- 4.8 Any rights that they may have under the *Competition and Consumer Act 2010* (Cth) are excluded to the fullest extent permitted by law.
- 4.9 In entering into these terms they have not relied on any warranty, representation or statement, whether oral or written, made by the Coach or any of her employees, contractors or agents relating to or in any way connected with the Activities.

5. CLAIMS

- 5.1 The Participant hereby covenants and agrees that they will not make any claim or bring any legal action against:
- the Coach or her employees, contractors or agents; and/or
 - the owner, lessee or licensee of the premises on which the Activities are being held from time to time;
- for any loss, damages, cost, expense or other claim (including for consequential damages, loss of profits, revenues or income) whatsoever and however arising from their participation in the Activities (**Claim**). This includes any Claim that arises in any way from any of the Risks or from any error, omission or negligence on the part of the Coach.
- 5.2 These terms are governed by the laws of the State of Western Australia and are intended to be as broad and inclusive as permitted by law.
- 5.3 In the event that any part of these terms are invalid, illegal or unenforceable for any reason, the balance of these terms shall continue in full force and effect.

6. NO WARRANTY OR GUARANTEE

- 6.1 The Participant acknowledges, understands, accepts and agrees that:
- any advice recommendation, information or assistance given to them by the Coach in relation to the Activities or otherwise is given in good faith and is believed to be accurate, appropriate and reliable at the time that it is given. It is provided without any warranty of accuracy, appropriateness or reliability. The Coach does not accept any liability or responsibility for any loss suffered as a result of the Participant's reliance on such advice, recommendation, information or assistance; and
 - The Coach gives no warranty or guarantee of any kind in relation to the Activities.

7. INDEMNITY

- 7.1 The Participant hereby agrees to indemnify, save and hold harmless to the fullest extent permitted by law:
- the Coach and her employees, contractors and agents; and
 - the owner, lessee or licensee of any premises on which the Activities are held;
- from and against any Claim.

I HAVE READ THESE TERMS AND FULLY UNDERSTAND THEM. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THEM, AND HAVE SIGNED THEM FREELY AND VOLUNTARILY. I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF THE PERSONS LISTED IN CLAUSES 5 AND 7 FROM ALL LIABILITY TO THE GREATEST EXTENT PERMITTED BY LAW.

Name: _____ Signature: _____ Date: _____

PARENT/GUARDIAN CONSENT FOR PARTICIPANTS UNDER 18 YEARS OLD

I, being the parent/guardian of _____, confirm that I have read the whole of this document and have taken all necessary actions to ensure that I am aware of the Activities in which they will be participating, as well as the Risks, and I consent to them so participating. In doing so, I acknowledge, consent, understand and agree to each and all of the terms set out herein on behalf of _____ and on my own behalf to the fullest extent permitted by law.

Name: _____ Signature: _____ Date: _____