

**INDEMNITY**

**Riders Specifications:**

Applicants under 18 require a parent or guardian to sign this form.

As a matter of safety the instructor reserves the right to recommend that you do not ride, and in such a case your enrolment will be transferred to auditor status. We do not recommend a green rider on a green horse.

**Your Horse:**

If you are riding your horse must already be started under saddle other than for young horse starting clinics.

Please do not bring horses with serious behavioural problems to a clinic without Prior Permission from the instructor.

Stallions are not permitted without Prior Permission from the instructor

**Rider Requirements:**

- 1 **We recommend an Australian approved helmet be worn whilst riding (Helmets are compulsory for riders under the age of 18 years). The helmet must be properly fitted using a chin strap and any helmets that have had a significant impact which has affected the strength of the helmet must not be worn. Helmets are recommended to be less than 5 years old from the date of manufacture.**
- 2 **Appropriately heeled and soled riding boots (smooth soles )**
- 3 Horse equipment as per course details form.

**TERMS AND CONDITIONS**

No stallions at the clinic without Prior Permission from the instructor

At any time in its absolute discretion the instructor may: -

- (a) Revoke its approval for the APPLICANTS to attend or participate in the CLINIC
- (b) Recommend that the APPLICANT be transferred to 'auditor' status
- (c) Make an adjustment or refund of fees if either even (a) or (b) occurs

The APPLICANT agrees to release and discharge the INSTRUCTOR in respect of all liability to the APPLICANT for loss or damage of any kind whether for personal injury, death or property damage, which the APPLICANT may suffer in attending the CLINIC, however so ever caused.

The APPLICANT hereby indemnifies the INSTRUCTOR from any loss, liability or damage or cost that may be incurred by the INSTRUCTOR.

- (a) As a result of any act or omission, whether caused by negligence of the applicant or otherwise
- (b) In respect of any injury, loss or damage any person who may accompany the APPLICANT to the clinic may suffer whilst at the clinic

This Agreement, Releases and Indemnities shall be binding upon the APPLICANT, the APPLICANTS legal representative, heirs and next of kin and that this agreement may be pleaded in bar to any cause of action commenced in any court contrary to the **terms and conditions** Various words and phrases used in this agreement shall have the following meanings: - "The INSTRUCTOR also includes any directors shareholders employees agents or subcontractors who may run or assist in running the CLINIC: "The CLINIC" refers to any instructions, training or demonstrations relating to the starting, training, selection, care, handling and riding of horses.

**RIDER ACKNOWLEDGEMENT AND DECLARATION**

I declare that: -

- 1 I will accept and follow all reasonable direction of the INSTRUCTOR
- 2 I am aware that activities involving horses can be dangerous and unpredictable and that I can be injured or killed. I accept all risks of personal injury, death or property damage to myself or caused to others
- 3 I am aware that I may be personally liable for injury or damage to other horses, people or property that is caused by myself or my horse and I have been advised that I should insure myself against such risks
- 4 I have fully read and understand **the Terms and Conditions** on this form and I agree that all Terms and Conditions are included in the **Agreement** between myself and the **instructor**

**SIGNATURE OF APPLICANT:** ..... **DATE:** .....

**HELMET WAIVER ONLY APPLICABLE FOR THOSE OVER 18 WHO CHOOSE NOT TO WEAR A HELMET**

I understand that horse riding and handling is a dangerous sport and that I can be injured or killed.

I have been advised to wear an Australian Approved Horse Riding Helmet and take full responsibility for my decision not to wear an approved safety helmet.

**SIGNATURE OF APPLICANT:** ..... **DATE:** .....

**EMERGENCY DETAILS AND CONTACT INFORMATION**

In case of emergency contact name:.....ph.....

Is there any pre-existing medical conditions that we should know about that may affect you during this horsemanship activity?  
.....

Do you have any known allergies or is there anything else you think may be relevant to tell us about you?.....  
.....

Mel Fleming Horsemanship  
PO Box 131  
Moonbi NSW 2353

**Permission to Use Photograph and Video**

Event: \_\_\_\_\_

Location: \_\_\_\_\_

I grant to Mel Fleming Horsemanship, the right to take photographs and video of me in connection with the above-identified event. I authorize Mel Fleming Horsemanship, its assigns and transferees to copyright, use and publish the same in print and/or electronically.

I agree that Mel Fleming Horsemanship may use such photographs and video of me with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content.

I have read and understand the above:

Signature \_\_\_\_\_

Printed name \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

Signature, parent or guardian \_\_\_\_\_  
(if under age 18)