

Pony Club Association Of Queensland Inc

**LIABILITY, WAIVER, RELEASE AND INDEMNITY**

**WARNING:** This is a legal document that affects your rights. If you do not understand it, consult a lawyer before signing it

Full Name .....

Address:.....

.....Postcode .....

Date of Birth.....

Emergency Contact Name :.....Tel.....

Known medical conditions or disabilities .....

.....

Address of Event / Activity .....

TO: The Pony Club Association of Queensland Inc. and its affiliated clubs, Burpengary Pony Club Inc. and their respective directors, officers, employees, agents, contractors, representatives and volunteers ("Pony Club")

In consideration of the Pony Club allowing me to participate in riding activities, including riding on the Burpengary Cross Country Course:

1. I acknowledge that participation involves the real risk of injury, possibly serious. This includes injuries related to or resulting from pre-existing disabilities or medical conditions. Horse sports are a dangerous activity and horses can act in a sudden and unpredictable (changeable) way, especially if frightened or hurt. There is a significant risk that serious INJURY or DEATH may result from horse sport activities.
2. It is not possible to list all potential injuries or their possible causes. Injury may be unforeseen, accidental or preventable. Although it is uncommon, the injury may be extremely serious. I acknowledge that the most common injuries result from falls from horses. Injury might be caused by failure to follow instructions, failure to wear protective equipment, carelessness, the negligence of co-participants, animal misbehaviour, equipment failure or other causes.
3. I understand that before participating in any physical activity, I should obtain the approval of a qualified medical practitioner. This is particularly important if I am over 35 years of age or I have a pre-existing disability or medical condition.
4. By participating, I accept all risks necessarily flowing from my participation which could result in loss of life, temporary or permanent injury or economic loss. Accordingly, I release Pony Club from, and will indemnify it against (to the extent my actions are not excused or protected by law), all liability for all injury, loss or damage arising out of or connected with my participation in riding activities. This release and indemnity continues forever and binds my heirs, executors, personal representatives and assigns. It includes loss or damage related to my equipment and the death or injury of my animal.
5. I do not require that special medical facilities or equipment be made available for me and I understand that treatment or assistance might not be immediately available when needed.
6. I understand that there is no insurance cover effected for participants for any or all injury, loss or damage sustained by me.
7. Animals are ridden by me at my risk. Pony Club is not responsible for injury, loss or damage resulting from animal behaviour (including behaviour caused by the presence of other animals or participants). In particular, Pony Club is not responsible for animal

selection or suitability.

8. I warrant that:

- all equipment provided or used by me in riding activities is fit for its purpose: and
- any animal used by me in riding activities is in good physical condition and is appropriate for my age, experience and anticipated riding activities.

I certify that I am 18 years of age or older and I have read this document and fully understand it.

Signature..... Date .....

Full Name.....

**DECLARATION BY PARENT OR GUARDIAN (for Participants under 18 years of age)**

As parent or guardian of the participant:

- \* I agree to the above for myself and on behalf of my child
- \* I Indemnify and will keep indemnified Pony Club and all other people referred to above on the terms referred to above.

Parent/Guardian Signature.....Date.....

Full Name:.....