ASSUMPTION OF RISK SIGNATURE FORM

DESCRIPTION OF ACTIVITIES

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.

1. The ADULT / PARENT / GUARDIAN must disclose any pre-existing medical or other conditions that may affect the risk that either the ADULT / CHILD / MINOR or any other person will suffer injury, loss or damage.
2. The ADULT / PARENT / GUARDIAN acknowledges that the PROPRIETOR relies on the information provided by the ADULT / PARENT / GUARDIAN and the ADULT / PARENT / GUARDIAN states that all such information is accurate and complete.
3. The ADULT / PARENT / GUARDIAN acknowledges that horse riding is an inherently dangerous activity. The ADULT / PARENT / GUARDIAN recognises that there are risks specifically associated with the activity, some of which include: the unpredictability of animals, especially if they are frightened or hurt, no matter how well trained they are. The remoteness of the areas in which the ride takes place. Sudden and unexpected changes in weather. Physical exertion for which the ADULT / CHILD / MINOR may not be prepared. Difficulties in evacuation if the ADULT / CHILD / MINOR is or becomes disabled.
4. The ADULT / PARENT / GUARDIAN understands and has explained to the CHILD / MINOR the dangers associated with the consumption of alcohol or any mind altering substance before or during a ride, and the ADULT / PARENT / GUARDIAN accepts full responsibility for injury, loss or damage associated with the consumption of alcohol or any other mind altering substance.
5. The ADULT / PARENT / GUARDIAN agrees with the PROPRIETOR and has explained to the CHILD / MINOR that they will obey and will comply with all rules and directions made or given by the PROPRIETOR in connection with the ride. In particular, the ADULT / CHILD / MINOR has been advised to wear an approved helmet at all times during the ride. If a ADULT / CHILD / MINOR fails to comply with the PROPRIETOR'S rules and / or directions, the ADULT / CHILD / MINOR will not be permitted to ride or continue to ride, and no refund will be given.
6. The ADULT / PARENT / GUARDIAN accepts all risks associated with the activity, including the possibility of injury, death, loss or damage.
7. The ADULT / PARENT / GUARDIAN agrees to indemnify the PROPRIETOR against all claims made by any other person against the PROPRIETOR in respect of any injury, loss or damage arising out of or in connection with the ADULT / CHILD / MINOR'S failure to comply with the PROPRIETOR'S rules and / or directions.
8. The ADULT / PARENT / GUARDIAN 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 ADULT / CHILD / MINOR or by any other person arising from or in connection with the ADULT / CHILD / MINOR'S participation in the ride, whether such injury, loss or damage was caused directly or indirectly by the negligence of the PROPRIETOR or otherwise, or by the PROPRIETOR'S servants or agents. The ADULT / PARENT / GUARDIAN hereby releases the PROPRIETOR from all such claims, and indemnifies the PROPRIETOR against all claims made by or on behalf of any other person.
9. To the extent permitted by law, the ADULT / PARENT / GUARDIAN acknowledges and agrees that all warranties, covenants and stipulation's are hereby excluded.
10. All accidents, injuries, loss or damage must be reported by the ADULT / CHILD / MINOR to the PROPRIETOR before the ADULT / CHILD / MINOR leaves the PROPRIETOR'S property.
11. If the ADULT / CHILD / MINOR suffers any injury or illness, the ADULT / PARENT / GUARDIAN agrees the PROPRIETOR may provide evacuation, first aid and medical treatment at the ADULT / PARENT / GUARDIAN'S expense, and the ADULT / PARENT / GUARDIAN'S acceptance of these terms and conditions constitutes the ADULT / PARENT / GUARDIAN'S consent to such evacuation, first aid and / or medical treatment.
12. This document constitutes the entire agreement between the ADULT / PARENT / GUARDIAN and Valley View Park and supersedes all other representations made to you including, without limitation, any oral or written representations about the subject matter hereof.
13. I ACKNOWLEDGE THAT I HAVE READ THIS ASSUMPTION OF RISK SIGNATURE FORM AND THAT IT HAS BEEN EXPLAINED TO ME. I FULLY UNDERSTAND ITS TERMS AND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I SIGNED THE DOCUMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

ALL SECTIONS MUST BE COMPLETED

Name (PRINT)	Address	Phone	Signature

I HAVE EXPLAINED THE CONTENTS AND EFFECT OF THIS DOCUMENT TO THOSE SIGNED ABOVE.

SIGNATURE OF PROPRIETOR OR AGENT