



*building equestrian dreams and
developing community*



LIABILITY WAIVER FORM EXCLUSION OF CERTAIN RIGHTS TO SUE

Date period this agreement covers: 1st January – 31st December 2026

Event: Clinics, coaching, riding, and any horse activities (Hereafter referred to as "Event(s)").

HORSE RIDING IS A DANGEROUS ACTIVITY

The purpose of this agreement is to limit the liability of the Provider to exclude liability for any personal injury or death to the Participant and other people in the care and control of the Participant howsoever caused who signed this form as acknowledgment of the terms and conditions of this agreement. By signing this form, you are waiving your rights to sue the Provider for losses relating to personal injury or death, loss or damage to your horse or equipment. Under the provisions of various State Laws conditions are implied into contracts that mean that the Provider of Recreational Services/Facilities, noted below, is required to ensure that the Recreational Services/Facilities it offers to you are: rendered with due care and skill, are fit for the purpose for which they are commonly used as it is reasonable to expect in the circumstances or might reasonably be expected to achieve the result you have made known to the Provider.

Name and address of Provider/Operator: Blue Metal Equestrian 113 Possum Brush Rd Possum Brush NSW 2430

The Participant acknowledges that the activity being undertaken is an activity being undertaken for the purposes of recreation, enjoyment or leisure which involves a significant degree of physical risk and or death. The Provider acknowledges that they are providing Recreational Services/Facilities detailed below which means; providing services/facilities for participation in a recreational activity or training a person to participate in a recreational activity, or supervising, adjudicating, guiding, or otherwise assisting a person's participation in a recreational activity.

The Participant hereby acknowledges that in attending the recreational activity that there are inherent risks involved to him or her or other people in their care and control. This agreement is directed and limited to inherent risks that are patent. The Participant also acknowledges that the purpose of the recreational activity is for the benefit of the Participant and for the benefit of those people attending with the Participant and that at all times the Participant is responsible for his or her own actions, his or her horse's actions and the actions of those other people in his or her care and control.

Description of Recreational Services/Facilities: Horse riding, show Jumping, cross country training, horse handling on the ground, horse training, instruction, horsemanship/education sessions, training, supervision & agistment.

Steps taken by Provider to avoid the danger of personal injury or death: Regular equipment and facility inspections and maintenance, compliance to course building specifications.

The Participant acknowledges that in the event that he or she or any of the other people in their care and control find either or any of them is in difficulty, that they are to stop the activity or request that the activity be stopped if appropriate and seek help and/or assistance and advice.

Declaration and signature:

By signing this agreement, I acknowledge that during all times while I am attending the recreational activity I do so at my own risk and agree as a condition of participating that neither Blue Metal Equestrian, Amanda or Charlie or Saskia Kennett, Pacific Blue Metal or any subdivision, shareholders or employees thereof, coaches, volunteers, medical personnel, any persons, promoters, sponsors, advertisers, owners, lessees of premises used to conduct the Event(s) shall be under any liability for my death or any bodily injury, loss or damage which may be sustained or incurred by me or my horse as a result of participation in/or being present at the Event(s), whether such liability arises out of any express or implied term or breach of contract whether caused by the negligence of the Provider or at common law or in any other way.

I understand and acknowledge that:

- Horse riding on a working farm is a dangerous activity and people are injured doing it
- Horses can act in unpredictable ways especially if frightened or injured
- Riding gear can break and fail
- The ground can be rough and uneven, especially after wet weather
- My horse could throw me or could brush me up against objects or trees
- There are unfenced dams, creeks, fallen and falling trees on the property
- Machinery used on the property is dangerous
- There are many other general dangers and any of these points may cause me and or my horse or dependants' personal injury or death

I agree that:

- I ride and visit/stay at the property at my own risk
- I will pay due regard for the safety of other riders, employees, and instructors
- I will always wear a safety helmet when riding, suitable clothing and riding boots, appropriate vest for cross country
- I will not take or use any drug except prescription drug whilst on the property
- I will not drink alcohol before or during riding a horse
- I will not enter any enclosed paddock unless requested, directed, or supervised by an employee or instructor
- I take full responsibility for providing my own horse and equipment
- I am responsible for the correct fitting and safety of my equipment.

By signing this agreement, I understand that I and my dependants waive our rights to sue the Provider for losses relating to my and or my dependants' personal injury or death that result from any negligence caused by the Provider.

BY SIGNING HERE-UNDER I CONFIRM HAVING READ AND UNDERSTOOD THE CONTENTS OF THIS DISCLAIMER / LIABILITY WAIVER.

Printed Name:

EA Number:

Date:

Signature:

Name of Guardian (if participant under 18):

Signature of Guardian: