



HUNTER HORSE HAVEN INC. LIABILITY WAIVER DECLARATION

ABN: 86291237871 ACN: 180146

Full name	
Date of birth	
Address	
Postal Address	
Phone Number	
Email	

Foster Carer (please circle) **Yes / No**

Emergency contact information

Full name	
Address	
Home phone number	
Work phone number	
Mobile phone number	

I, the undersigned, in consideration for being permitted to participate in any way in horse and/or property activities at Hunter Horse Haven Inc., property address 57 GAN GAN Road Anna Bay, Port Stephens, NSW, 2316, or any activities involving Hunter Horse Haven Inc. horses, property, volunteers, at any address or location, hereby acknowledge and accept that this Liability Waiver Declaration, once accepted through signage of document, forms a contractual agreement of the following and on signing this document I agree and accept ALL of the following:

I understand and accept that Horse activities are a **DANGEROUS RECREATIONAL ACTIVITY that involves SIGNIFICANT RISK of HARM/INJURY/DISABILITY/IMPAIRMENT/DEATH** and horses can act in a sudden and unpredictable way, especially if frightened or hurt.

There is a significant risk that serious **HARM/INJURY/DISABILITY/IMPAIRMENT or DEATH** may result from horse and/or property activities and by signing this document, **I freely assume all such risks, EVEN IF ARISING FROM THE NEGLIGENCE** of Hunter Horse Haven Inc, committee, property owners, organisers, their officers, officials, foster carers, volunteers, coaches, agents and/or employees, other participants, visitors, sponsoring agencies, sponsors, state bodies, affiliated associations, contractors, families and owners and lessors of premises used to conduct the activities (all of whom are referred to as “Releasees”) and Hunter Horse Haven Inc. personnel and/or any owner or person that has interest in the stated property, 57 GAN GAN Road Anna Bay.

I voluntarily participate **AT MY OWN RISK and assume sole responsibility for any HARM, INJURY, DISABILITY, IMPAIRMENT, DEATH, or PROPERTY DAMAGE** I may suffer or cause that arises from my participation in horse or property activities including maintenance, transport and/or building at stated property, foster carers property and/or any property utilised by Hunter Horse Haven Inc.

I understand and acknowledge the dangers associated with the consumption of alcohol or any mind-altering drugs before and during the activity and I take full responsibility for any harm injury, disability, impairment, death, loss or damage of property associated with their consumption.

I agree to follow the directions of any Hunter Horse Haven Inc. personnel or official and that any misconduct or refusal by me to follow any direction of any personnel or official can result in the cancellation of my participation in horse/property related activities and my immediate removal from the stated property no matter where that may occur.

I further agree to abide by ALL Hunter Horse Haven Inc Governing, Constitutional and Policy requirements and agree **I understand that any such non-compliance may result in injury, death and/or permanent disability** and I agree to **indemnify Hunter Horse Haven Inc and ALL Releasees against all claims** made by any person as a result of my failure to comply.

I agree to wear a helmet at all times whilst riding and agree that I am solely responsible for ensuring that I wear a suitable helmet at all times while riding and take sole responsibility for my actions and any resulting incidents, injury death occurring to others or myself, from my actions.

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release and hold harmless and agree not to sue the proprietors of Hunter Horse Haven Inc, committee, property owners, organisers, their officers, officials, volunteers, coaches, agents and/or employees, other participants, visitors, foster carers, sponsoring agencies, sponsors, state bodies, affiliated associations, contractors, families and owners and lessors of premises used to conduct the activities (all of whom are referred to as “Releasees”) with respect to any and all injury, disability, death, or loss or damage to person or property, whether caused by the negligence of the Releasees or otherwise.

EFFECT OF THIS DOCUMENT - I have had sufficient opportunity to read this release of liability and assumption of risk agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without inducement of any kind. I understand that my signature to this document constitutes a complete and unconditional release of all liability of the Releasees, to the greatest extent allowed by law in the event of me and/or the children/ or others under my care, suffering injury or death.

In consideration of your accepting my participation, I hereby undertake to indemnify the 'Releasees' against all claims, losses, suits and damages made against or suffered by reason of any negligent act or omission on the part of any 'Releasee', owner, rider, driver, trainer, tradesman, foster carer, contractor, volunteer, visitor or attendant whilst he/she is , participating, Horse fostering, attending, riding, driving or otherwise handling any horse or vehicle/machinery/tools/property and I agree that any act or omission on the part of such owner, rider, driver, handler, 'Releasee' or attendant found in any action against you to be negligent shall be deemed to have been negligent for the purpose of any claim under this indemnity.

Further, I agree to abide by the Rules & Conditions, Policies, Constitution, Governing documents laid down by Hunter Horse Haven Inc. and available at <http://www.acncgov.au/> and at the property, 57 GAN GAN Road Anna Bay, Port Stephens, NSW, and I also agree to abide by all of the rules regarding use of their horses, equipment and machinery.

For Participants of Minority Age (Under Age 18)

This is to certify that I, as a parent/guardian/carer with legal responsibility for this participant, acknowledge, understand and accept all of the above and consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities arising from my minor child's involvement or participation in HORSE and PROPERTY activities and in particular, even if arising from the negligence of the Releasees.

(if the participant is under 18 as at 1st August 2019, the parent, legal carer or legal guardian must complete this part of the form). This is to certify that I, as a parent/legal carer/guardian with legal responsibility for this participant acknowledge and accept the entirety of this document and sign this form willingly without impairment.

I understand and accept **ALL OF THE INFORMATION** and requirements presented in this document and consent and agree to my minor child's Participation at Hunter Horse Haven Inc. including any participation in horse related activities involving Hunter Horse Haven Inc. horses including the fostering of Hunter Horse Haven Inc.horses.

I understand and accept that if my child is participating as a visitor or volunteer the stated child **MUST** be a financial member of Hunter Horse Haven Inc. and that I, the parent/legal guardian/carer am required to complete a Hunter Horse Haven Inc. Liability Waiver Declaration on their behalf stating **I am legally responsible for any injuries, death, property damage incurred to stated child through accident, injury, negligence on behalf of Releasees.**

Full Legal Name
(signature of parent/legal guardian/carer)

Minors Name

Minors DOB

Date Signed

PARENT OR GUARDIAN RELEASE, WAIVER AND EMERGENCY MEDICAL AUTHORISATION FOR MINORS

I am the parent or legal carer/guardian of....., a minor. On the behalf of myself, the minor, and all other parents or guardians of minor, and the respective heirs, successors, and assigns of each, I accept, acknowledge, and agree to the release, indemnification and waiver of liability contained in this Agreement as inducement for allowing my child, or this minor, to participate in equine activities at Hunter Horse Haven Inc. at 57 GAN GAN Road Anna Bay, Port Stephens, NSW, and I execute this Agreement on behalf of the participant and my own behalf.

IN the event that the participant is rendered unable to communicate by an emergency or accident while participating in equine/property activities, I hereby give my permission to any physician and any health care facility to render any appropriate medical care to the participant, including but not limited to hospitalisation, tests, medication, anaesthesia and surgery. A copy (including facsimile) of this Authorisation shall have the same effect as the original.

Minor Participant

Minors Name.....

Minors Birth Date

Date Signed

Emergency Contact Name and Number

2nd Emergency Contact Number

Parent(s) or Guardian(s)

Signature

Witness Name

Witness Signature

Date Witnessed

ADULT EMERGENCY MEDICAL AUTHORISATION

In the event that I am rendered unable to communicate by an emergency or accident while participating in equine activities, , I hereby give my permission to any physician and any health care facility to render any appropriate medical care to the participant, including but not limited to hospitalisation, tests, medication, anaesthesia and surgery. A copy (including facsimile) of this Authorisation shall have the same effect as the original Participant

Signature

Print Name

Birth Date

Date Signed

Emergency Contact Name:

Emergency Contact Number:

DAY PARTICIPANT WAIVER 2019-2020

Participants at Hunter Horse Haven Inc, who are not current financial members of the association, upon completion of this form are deemed to be “Day Participants” and are required to be financial members prior to any future access to Hunter Horse Haven Inc or property 57 GAN GAN Road Anna Bay, Port Stephens, NSW 2316.

I, for myself and on behalf of my executors, heirs, assignees, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS AND AGREE NOT TO SUE owners of stated property, 57 GAN GAN Rd Anna Bay, Port Stephens, NSW, Hunter Horse Haven Inc., their officers, officials, volunteers, foster carers, coaches, agents, contractors, other participants, visitors, sponsoring agencies, sponsors and if applicable owners of stated property and lessors of premises used to conduct the activities (all of whom are referred to as “Releasees”) WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH , OR loss or damage to person or property, including travelling to and from participating, WHETHER BY NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

Full name	
Date of birth	
Address	
Postal Address	
Phone Number	
Email	

Declaratory Signature:

Witness Signature:

Date:.....

hunterhorsehaven@gmail.com

<https://m.facebook.com/HunterHorseHaven/>

www.hunterhorsehaven.com

PO BOX 522 Nelson Bay 2315

OFFICE USE

Financial Member YES NO

Membership Number