

**LIABILITY WAIVER FORM  
EXCLUSION OF CERTAIN RIGHTS TO SUE**



The purpose of this agreement is to exclude the liability of the Provider 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 arising from the provision of Recreational Services to you and your participation in the event, activity or competition (hereinafter referred to as "the recreational activity"). Under the provisions of the Trade Practices Act and Various State Laws conditions are implied into contracts that mean that the Provider of Recreational Services, noted below, is required to ensure that the Recreational Services it provides to you are rendered with due care and skill, are fit for the purpose for which they are commonly bought 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**

**Australian Trail Horse Riders Association, c/- PO Box 19 KARUAH NSW 2324**

The Participant acknowledges that the recreational activity being undertaken is an activity being undertaken for the purposes of recreation, enjoyment or leisure that involves a significant degree of physical risk. The Provider acknowledges that they are providing the Recreational Services detailed below. This may entail providing 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 participating in the recreational activity that there are risks involved to him or her or other people in his or her care and control. 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 in the care and control of the Participant and that at all times the Participant is responsible for his or her own actions and the actions of those other people in his or her care and control.

**Description of Recreational Services**

**All sanctioned and approved trail rides and events conducted under the auspices of affiliated clubs of the Australian Trail Horse Riders Association.**

**Steps taken by Provider to avoid the danger of personal injury or death (NOTE: This list is not intended to be exhaustive. The Provider may have taken other steps not listed, herein, to avoid the danger of personal injury or death.**

**Compliance to the operating version of ATHRA's Code of Conduct and Ride Rules. All Trail rides and events planned and conducted by an ATHRA accredited Ride Coordinator and Trail Boss. First Aider and state approved first aid kit to be on all rides. Risk assessments carried out for all rides and events and emergency procedures and effective communication to be in place.**

The Participant acknowledges that during all times while he or she is participating in the recreational activity he or she does so at his or her own risk. The Participant and other people in the care and control of the Participant will not hold the Provider or any of its employees or agents liable for any personal injury or breach of contract whether caused by the negligence of the Provider its employees or agents howsoever caused or otherwise. The Participant acknowledges that in the event that he or she or any of the other people in his or her care and control find either or any of them is in difficulty during participation in the recreational activity, that he or she 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 understand that the Recreational Services about to be sold to me as set out in this form may result in personal injury or death to me or the persons in my care and control. By signing this agreement I understand that I am waiving my rights and the rights of the persons in my care and control, to sue the Provider for losses relating to personal injury or death to me or to the persons in my care and control, which are sustained as a result of my participation in the recreational activity, whether caused by the negligence of the Provider its employees or agents howsoever caused or otherwise.

**Signature of Participant**

**Printed name**

**Signature of Legal Guardian (if under 18yrs)**

**Address**

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\_\_\_\_\_  
State \_\_\_\_\_ PostCode \_\_\_\_\_  
DATE ...../...../.....