

If you are under 18, your parent/guardian must fill out one of these forms before you visit or ride; once it is signed, it remains in force ongoing so they do not have to sign another one each time you ride or visit.

## Summary for the parent/guardian

This waiver form ensures amongst other things, that you are aware that your child is visiting Oakwood Park, and that no adult supervision will be provided for your child during their visit - unless you expressly organise that with another adult before the visit/s (a coach for example). We do not accept any responsibility whatsoever for the welfare of your child during their visit/s, either in relation to horse activities or the child's general safety or wellbeing or discipline. This form also explains a range of conditions we have to place on our guests.

Please take the time to read this form carefully, then sign & date both pages if you agree to all of the conditions of your child's visit/s.

Thank you,  
Gavin & Anthea Starr  
Oakwood Park Equestrian

## Indemnity and Limitation of Liability – under 18 years

TO: Gavin and Anthea Starr  
Oakwood Park  
118 Shillabeer Road  
Oakbank SA 5243 - referred to hereafter as "G & A Starr"

I, \_\_\_\_\_ of \_\_\_\_\_,  
(parent/guardian's full name) (parent/guardian's residential address)

hereafter referred to as "the parent/guardian", acknowledge and agree that:

### Consent

1. I give consent for my child \_\_\_\_\_  
to visit the property known as Oakwood Park:

**with or without (circle which is applicable)**

an accompanying adult on the understanding that neither G & A Starr nor any servants, agents, invitees or licensees of G & A Starr offer or provide or should be expected to provide any supervision whatsoever to my child during any part of my child's visit regardless of whether the child does or does not ride a horse during that visit.

### Own Risk

2. It is an essential term and condition of the parent/guardian and child and any other accompanying guests entering Oakwood Park and using the horses, horse riding, handling and/or training facilities at that property, or any other facilities including but not limited to spectator facilities or general property facilities ("the Facilities") that the parent/guardian and child and other accompanying guests do so at their own risk.
3. It is also an essential term and condition that the child wear an EFA approved helmet at all times when riding any horse on the property Oakwood Park.
4. In choosing to grant consent for the child named to visit Oakwood Park, the parent/guardian so releases to the full extent permitted by the law, G & A Starr and or the servants, agents, invitees and licensees of G & A Starr and each of them from all liability howsoever arising and resulting from
  - a. any accident, loss, damage or injury to persons or property including animals in or on the Facilities on the Oakwood Park property, or any part of it used by the parent/guardian or child or other accompanying guests, and caused by the parent/guardian or child or their staff, agents,
  - b. subcontractors, consultants, invitees, licensees or permittees; and

- c. any loss or damage suffered by a person or persons arising out of the exercise by G & A Starr of any right or discretion to them under these provisions or any other terms and conditions applying to G & A Starr and or the parent/guardian or child or other accompanying guest/s

whether such loss, injury or damage be caused or contributed by any negligence, default or error of judgment on the part of G & A Starr or any of its servants, agents, invitees and licensees whatsoever.

## **No Fitness for Purpose**

5. G & A Starr gives no warranty that the Facilities will, at any time before or after the date of this indemnity, be adequate and or fit for the purposes for which the parent/guardian or child or other accompanying guest/s wishes to utilise the Facilities.
6. G & A Starr will not be liable to the parent/guardian or child or other accompanying guests for any loss or damage howsoever caused arising wholly or partially from the Facilities not being adequate and or fit for their activities.

## **Damage by Client**

7. If the Facilities or any part of the property of G & A Starr is materially damaged by any act or omission, whether wilful or otherwise by the parent/guardian or child or other accompanying guests, their employees, servants, agents, invitees, licensees, subcontractors and permittees, the parent/guardian will pay to G & A Starr on demand an amount equal to the costs incurred by G & A Starr in repairing and/or reinstating the damaged area.
8. If any equipment of G & A Starr is damaged by the parent/guardian or child or accompanying guest/s beyond repair, the parent/guardian shall pay to G & A Starr the replacement cost of such equipment.
9. The parent/guardian will advise G & A Starr as soon as it becomes aware of damage or loss to the Facilities or any equipment or any injury of any kind to any person or animal occurring in or about the Facilities in connection with the child's visit to the property. The parent/guardian will deliver a copy of the full details of such occurrence to G & A Starr as soon as practical following such occurrence.

## **Power, Water, Equipment Failure**

10. G & A Starr will not be liable to the parent/guardian or child or accompanying guests, or their employees, servants, agents, invitees, licensees, subcontractors or others for loss or damage in respect of any liability howsoever arising which may be suffered or incurred by such persons or in respect of any goods or equipment or animals owned, operated or hired by such persons resulting from any interruption or cessation in supplying water or electricity or any other type of power or energy to the Facilities or failure of any equipment owned or operated or hired by G & A Starr in relation to the Facilities.

## **Termination of Agreement**

11. G & A Starr may terminate the parent/guardian or child's use of the Facilities at any time whether or not the parent/guardian or child or accompanying guest/s is in breach of this Agreement.

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Signature of parent/guardian

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Full Name of parent/guardian

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Date