

You must fill out one of these forms before you ride; once it is signed, it remains in force ongoing so you do not have to sign another one each time you ride or visit.

Indemnity and Limitation of Liability

TO: Gavin and Anthea Starr
Oakwood Park
118 Shillabeer Road
Oakbank SA 5243

- referred to hereafter as "G & A Starr"

I, _____ of _____,
(user's full name) (user's residential address)

hereafter referred to as "the User", acknowledge and agree that:

Own Risk

1. It is an essential term and condition of the User entering the property known as Oakwood Park at Oakbank and using the horses, horse riding, handling and/or training facilities at that property ("the Facilities") that the User does so at its own risk.

Helmet use and Waiver

2. G & A Starr strongly recommends the use of an EA approved helmet at all times when riding or handling any horse on the property of Oakwood Park at Oakbank. The User acknowledges that wearing an approved helmet when riding or handling horses can significantly reduce the risk and severity of injury and risk of death from falls or blows to the head.
3. Should The User choose not to use an approved helmet when riding or handling horses on the property, they do so voluntarily and in full understanding of the increased risk of injury and/or death, and assume all of the risk of this decision. The User accepts that G & A Starr and or the servants, agents, invitees and licensees of G & A Starr are released from from all liability howsoever arising and resulting from The User's choice to not wear an approved helmet when riding or handling horses on the property.

Fee Payment and Waiver

4. The User by booking the Facilities agrees to pay the fee charged from time to time by G & A Starr for the use of the Facilities and in doing 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 at Oakbank, or any part of it used by the User and caused by the User or its staff, agents, subcontractors, consultants, invitees, licensees or permittees; and
 - b. 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 User

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.

Not Fit 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 User wishes to utilise the Facilities.
6. G & A Starr will not be liable to the User for any loss or damage howsoever caused arising wholly or partially from the Facilities not being adequate and or fit for the activities of the User.

Damage by User

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 User, its employees, servants, agents, invitees, licensees, subcontractors and permittees, the User 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.

Signature of User

Full Name of User

Date

8. If any equipment of G & A Starr is damaged by the User beyond repair, the User shall pay to G & A Starr the replacement cost of such equipment.
9. The User 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 User's use of the Facilities or any part of it. The User will deliver a copy of the full details of such occurrence to G & A Starr as soon as practical following such occurrence.

Failure of Power, Water, Equipment, Industrial Action

10. G & A Starr will not be liable to the User, its 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
 - a. Any strike or other additional industrial action;
 - b. 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 User's use of the Facilities at any time whether or not the User is in breach of this Agreement.

Signature of User

Full Name of User

Date