



Intake Road
Redlynch QLD 4870

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TRAIL RIDE LIABILITY WAIVER FORM EXCLUSION OF CERTAIN RIGHTS TO SUE

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. 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 sells 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.

Name and address of Provider: Crystal Cascades Horse Park Pty Ltd
Lot 626 Intake Road, Redlynch QLD 4870

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. The Provider acknowledges that they are providing Recreational Services detailed below which means; 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 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 participants 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 and the actions of those other people in his or her care and control.

Description of Recreational Services: HORSE RIDING and HORSE TRAIL RIDES

Steps taken by Crystal Cascades Horse Park Pty Ltd to avoid the danger of personal injury or death:

Horse Safety Australia Instructor and Trail Guide accreditation, CCHP Operations Manual, Regular equipment inspections, qualified staff, trained horses, staff participant ratio compliant with the Industry Standard, 3838 helmets, and communication procedures in place.

The Participant acknowledges that during all times while he or she is attending the recreational activity he or she does so at his or her own risk and that 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 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 understand that the Recreational Services about to be sold to me as set out in this form may cause my and or my dependants personal injury or death. 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.

Participant's printed name

Signature of Participant

Signature of Legal Guardian (if participant is U/18)

Date

Contact phone number



Confidential Riding Application and Medical History

PARTICIPANT'S NAME: _____ DATE OF BIRTH: _____

ADDRESS: _____

TELEPHONE (HOME): _____ (MOBILE): _____

(WORK): _____ EMAIL: _____

I am applying to ride at Crystal Cascades Horse Park and I agree to the following:

- I will only ride the horse in a safe and controlled manner.
- I will wear an Australian Standard Approved helmet and the correct clothing and footwear at all times.
- I will read and follow all signs on the property and follow all instructions.
- The Management may cancel my ride without refunding any fee if I do not comply with any of these terms and conditions.
- I consent to be evacuated and to the provision of first aid and medical treatment if I am injured or become ill.
- I agree to pay for any such evacuation or provision of first aid or medical treatment.

Riding History

1. Riding Ability (please circle the most appropriate description of your current riding ability)

Beginner	<ul style="list-style-type: none"> • Never previously ridden a horse. • No horsemanship or riding skills
Beginner +	<ul style="list-style-type: none"> • Have ridden a few times. • Have not had riding lessons. • Can mount and dismount unaided. • Able to control horse unaided at the walk and trot.
Novice	<ul style="list-style-type: none"> • Have ridden on an irregular basis. • Confident and competent at walk and trot. • Able to maintain a correct basic position at walk and trot. • May be ready to canter.
Intermediate	<ul style="list-style-type: none"> • Have ridden on a regular basis. • Confident and competent at walk, trot and canter. • Able ride on the correct diagonal, ride a variety of school figures (ie figure of eight, serpentine, 10m circle), have the ability to ride smooth up and down transitions and able to work over poles and bending around poles at the walk and trot. • Able to canter and maintain control in the canter. • Able to maintain a correct basic position during all three paces.
Advanced	<ul style="list-style-type: none"> • Competent rider who may have competed in chosen discipline. • Established independent seat. • Able to maintain a correct position during all three paces. • Extensive understanding of what is required to achieve the effective and correct position and movement of the horse. • Accomplished in riding upwards and downwards transitions, shortening and lengthening of stride and basic lateral work (ie. leg yielding and turn on the forehand).

2. The number of times you have ridden in the last 12 months. _____

Please describe below the riding activities that you have previously participated in:



The following information is intended to assist CCHP in case of any emergency with you/your child.

Name and Telephone numbers of contact people

Emergency Contact Name	Relationship to rider	Home No.	Work No.	Mobile No.

Please circle if you/your child suffer from any of the following:

Any pre-existing medical or other condition that may affect the rider or put other people at risk:

- Asthma Diabetes Epilepsy / Fits Fainting / Dizziness Blackouts/Migraines
- Intellectual Disability Heart / Blood Condition Back Problems Pregnancy
- Uneven Pupils Recent Injuries Medications

Other _____

Height: _____ Weight: _____

Allergies

Describe: _____

Describe Reaction: _____

Tetanus Immunisation

It is particularly important that people dealing with horses are immunized against tetanus. Tetanus is normally given at five years of age as Triple Antigen or CDT and at fifteen years of age as ADT.

Year of last tetanus immunization: _____

Medication

Is it necessary for the rider to carry their own medication at all times? YES / NO

If YES please complete the following: Name of Drug: _____

Dosage: _____ Frequency: _____

Consent to Medication Attention

I authorize the instructor in charge to administer first aid and call an ambulance if necessary for the medical attention of myself/my child. I agree to bear any cost thereby incurred.

Signature of Applicant: _____ **Date:** _____

Signature of Parent or Guardian: _____ **Date:** _____

(if applicant under 18 years of age)

Name of Parent/Guardian: _____

Privacy Statement – Privacy Act 1998

By completing this form you are supplying Crystal Cascades Horse Park with personal information about yourself. This information is needed to ensure your safety during your time with us. Crystal Cascades Horse Park is required to collect this information by our insurance company and by the Department of Workplace Health and Safety. This information you provide will not be supplied to any other organization or used for any other purpose than that which is stated above.



TRAIL RIDE TERMS AND CONDITIONS

1. Trail Rides are available 6 days a week subject to the weather.
2. Bookings are essential. **We require full payment at the time of booking.** Credit card, cheque or cash is acceptable.
3. All riders **MUST** complete and sign a Trail Ride Application form. Riders under 18 years **MUST** have a parent/guardian complete and sign the application.
4. All riders **MUST** wear long pants, enclosed shoes (ie boots or runners), sleeved shirts (no singlets or halter tops).
5. Minimum age of riders is 8 years unless the riders are regular CCHP clients (ie have had weekly / fortnightly lessons for at least 6 months). Minimum age for these riders is 6 years.
6. Riders under 14 years of age must be accompanied on the trail ride by their parent/guardian/responsible adult.
7. Rides are restricted to minimum 4, maximum 6 riders. If there are less than 4 riders booked for your ride, we will contact you on the morning of the ride and reschedule.
8. Please be aware that regardless of illness or other unforeseen circumstances a full credit of the fees you have paid will only be available if a minimum of 48 hours notice is provided. If less than 48 hours notice is provided the 50% of the fee will be retained. If less than 24 hours notice is provided 100% of the fee will be retained
9. Cancellation by CCHP due to safety conditions such as extreme wet weather, high winds etc will result in either a full refund or a replacement Trail Ride being offered on another day.
10. For safety and welfare reasons CCHP has a maximum weight limit of **95kgs**. Please be aware that our maximum weight limit may be lower than 95kgs and is subject to variation on a daily basis according to which horses are available for work on the day that you attend. In addition to a person's weight, whether we have a horse available for you, depends on the rider's height to weight ratio, riding experience, general muscle tone and fitness level. As such CCHP is unable to guarantee that a suitable horse will be available for you on the day of your ride.
11. All riders (regardless of experience) must participate in the safety briefing and follow the direction of the Lead Guide at all times.
12. If a rider conducts themselves in a manner that is considered to be injurious or prejudicial to the character or interests of CCHP, its management, staff or customers, or fails to comply with the facility's rules and regulations their ride will be terminated, no refund will be made and they will be escorted from the facility.
13. All rides are conducted at the level of the least experienced rider on the ride.
14. Due to the terrain on the property all rides are **WALK ONLY** unless advised by the Lead Guide.
15. Prior to leaving the riding arena all riders **MUST demonstrate an ability to mount, dismount, and control their horse (ie stop, go, turn).**
16. Uncontrolled riding is **NOT** permitted.
17. CCHP will provide you with an AS/NZS3838 helmet which must be worn at all times.
18. It is recommended that you bring and apply sunscreen and insect repellent to prevent sunburn and insect bites.
19. Remove and leave all loose jewellery at home. Wristwatches and stud/sleeper type earrings are allowed.
20. Riders are not permitted to take cameras on the Park Ride. An opportunity will be provided at the end of the ride, prior to riders dismounting, for photos to be taken by staff using your camera.
21. Smoking is prohibited on CCHP premises.
22. Under no circumstances shall riders take part in a Park Ride under the influence of alcohol or drugs, unless the drugs are prescribed by a doctor. Riders must include any prescription drugs they are taking on their application form.
23. The Lead Guide will carry and required prescription drugs in a saddlebag for the duration of the ride.
24. Riders must ensure that they wash their hands with soap and running water following contact with the horses, tack, feed, manure, etc prior to leaving CCHP.
25. Blast Policy - CCHP is located adjacent to the Boral Quarry on Intake Road. This quarry is fully operational Monday to Friday 6.00am to 5.00pm and Saturdays generally 6.00am to 1.00pm. As part of the operations of the quarry regular blasts are carried out to expose more material. The quarry operators (Boral) are required to notify CCHP of the date and time of each blast, generally several hours prior to the blast.
In order to ensure the safety of customers and staff **no-one is to be mounted at the time of the blast.**