

Tom Ro Haven for Equines & Children Indemnity Agreement

This Indemnity Agreement is voluntarily and knowingly entered into by the undersigned person/s hereinafter collectively referred to as the participant and, G.A McCulloch, the Tom Ro Haven committee, farm staff and volunteers collectively referred to as the provider.

This document is a full release and indemnity agreement whereby the participant is releasing and indemnifying the provider for various inherent risks, known and unknown involving the activities relating to horse, horse riding and other horse or farm activities and further releasing provider from providers negligence, if any and further releasing provider from any results, of the inherent risks and provider's negligence such as and including, but not limited to property damage, bodily and personal injury, illness, paralysis or even death.

The participant will be engaged in activities involving horse and other potentially dangerous recreational activities. Participant is hereby informed and understands;

- That there is significant risks and dangers with horses and horseback riding and that horses are powerful and potentially dangerous animals.
- That a horse, may at any time, without warning, and for no apparent reason, jump up, forwards, backwards or sideways.
- That a horse may become uncomfortable, run wildly back, buck, bite, kick rear up, or step on feet or any body parts without warning.
- Horses become tired, stressed, cantankerous, and their behaviour is unpredictable.
- A horse may trip, stumble, and/or fall down when being led, ridden or otherwise attended to.
- The weather terrain, other animals, and/or people and/or other participants may adversely affect a horse's behaviour.
- That these risks and others are inherent with horses may not be inherent with horses and may not be anticipated, controlled or eliminated by the provider, and furthermore, provider has no duty to do so.
- That these risks and activities in general can cause property damage, bodily and personal injuries, illnesses, paralysis and death to you or members of your party.
- The provider and/or other people and participants may, on occasion be negligent in their duties and responsibilities to participant and that this negligence can cause property damage, bodily and personal injuries, illness, paralysis and death to you or members of your party.
- That the horseback riding activities will sometimes be in the wilderness and/or in other remote areas and that bodily or personal injuries, illnesses, paralysis and other type of injury may occur to you where and when you are considerable distance from doctors, hospitals and any other type of medical help or assistance. Provider recommends the use of the riding helmet provided and other safety equipment which will help minimise the risk of head injuries.

Participant acknowledges and agrees that participant's participation in provider's recreational activities and riding program is completely voluntary and participant acknowledges all risks, known and unknown, and assumes responsibility known and unknown, including, but not limited to those risks identified in the release and acknowledges and accepts full responsibility for all property damage, bodily and personal injury, illness, paralysis and death to participant and/or members in participant's party. Participant accepts and assumes the risk and legal responsibilities for any and all injuries and damages which may result from those risks associated with participation in horseback riding activities. Participant warrants and represents that he/she can fulfil the physical requirements involved with horse activities. Participant understands that the presence of provider and/or provider's personnel is no assurance or participants safety or lessens any risks assumed by participant.

THE UNDERSIGNED PARTICIPANT (or legal guardian) HAS READ AND FULLY UNDERSTANDS THIS RELEASE WHICH MUST BE COMPLETELY SIGNED AS INDICATEED, AND RETURNED BEFORE ACTIVITIES OR RIDING COMMENCES.

Participant Full Name: _____

Signature: _____

Participant's Parent / Legal Guardian of Minor Participant: _____
(Required if participant is under the age of 18)

The above information is submitted for the
sole purpose of becoming a member of The Tom Ro Haven,
hereby certify the information to be true.

SIGNED

TITLE

DATE