**Disclaimer and Waiver of liability for all Spur participants (including volunteers)**

**HORSE RIDING IS A POTENTIALLY DANGEROUS ACTIVITY:**

1. Participation in the SPUR program and the riding, working and being in close proximity of horses provided by RSL LifeCare Limited (“RSLLC”) (“Recreational Activities”) involves significant risks, including the risk of personal injury and death.
2. You understand and acknowledge that these risks include but are not limited to:
3. when horse riding that horses can act in a sudden and unpredictable (changeable) way, especially if frightened or hurt that can result in personal injury and death;
4. Bites, kicks, abrasions or contusions from horses.
5. Scratches or other injury from grooming tools and other equine equipment and tack.
6. Allergic reactions to animal’s hay or other allergens.
7. Tripping in holes or on materials or equipment.
8. Slipping, falling or otherwise being injured in the arena, stalls or on the grounds, which may be slippery, muddy, wet, contain, or present other hazards.
9. Before you participate in the Recreational Activities, you should ensure that you are aware of, and properly understand all of the risks involved in the Recreational Activities and that those risks will include any particular risks associated with any health condition or pre-existing disability from which you suffer.
10. By signing this document, you acknowledge, agree and understand that you engage or participate in the Recreational Activities voluntarily and at your own risk in full knowledge of the risks generally and particular risks described herein.
11. Section 5M of the Civil Liability Act 2002 (NSW) (“CLA”) states that a service provider does not owe a duty of care to another person who engages in a recreational activity to take care in respect of a risk of the activity if the risk was the subject of a risk warning.
12. By signing this document, you also acknowledge, agree and understand that the risk warning above constitutes a formal ‘risk warning’ for the purposes of Section 5M of the CLA.
13. Nothing in this document excludes, restricts or modifies any term, condition, warranty, guarantee, right or remedy (including but not limited to a guarantee under the Australian Consumer Law (ACL)) which cannot lawfully be excluded, restricted or modified.
14. The ACL contains guarantees that give consumers certain rights in relation to goods and services they acquire. These guarantees cannot be excluded, restricted or modified except in certain circumstances.
15. Section 139A of the Competition and Consumer Act (2010) (Cth) (CCA) permits a term of a contact for the supply to a consumer of recreational services, to exclude liability of the supplier for death and personal injury arising from the failure to comply with a guarantee provided in sections 60 to 62 of the ACL. To the extent permitted by s139A of the CCA, you acknowledge and agree that RSLLC Limited excludes all liability in connection with the supply of the Recreational Activities for:
16. death;
17. physical or mental injury;
18. the aggravation, acceleration or recurrence of a physical or mental injury;
19. the contraction, aggravation or acceleration of a disease; and
20. the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual, that is or may be harmful or disadvantageous to the individual or community, or that may result in harm or disadvantage to the individual or community, resulting from a failure of RSLLC Limited to comply with a guarantee in sections 60-62 of the ACL.
21. This exclusion of liability does not apply where significant personal injury is caused by the reckless conduct of RSLLC Limited in accordance with s139A of the ACL.
22. By signing this document, you acknowledge, agree and understand that:
23. RSLLC Limited will permit you to participate in the Recreational Activities in consideration for you signing this document;
24. RSLLC Limited may rely on this document in any proceedings including commenced in any Court;
25. The laws of New South Wales govern this document.
26. By signing this document, you agree that the waivers and releases contained in this document apply for every visit you make to RSLLC Limited and every time that you participate in the Recreational Activities.
27. **I agree to:-**
28. **Follow all safety directions given to me by directing staff (DS)**
29. **Advise DS of any injury or incident as soon as practical**
30. **To treat all persons and animals with respect**
31. **I will not consume any illicit drugs or alcohol during the course period**
32. **I will not act aggressively towards any person or animal**
33. **I agree to act responsibly and in accordance with RSLLC rules and polices.**

**CONDUCT**

I agree to follow any rules, regulations, directions, and signage as set out by RSLLC, it’s staff and volunteers, and any instruction from staff at RSLLC and that any misconduct or refusal by me to follow any direction will result in my immediate removal from the Spur program. I agree to wear a helmet and the necessary safety gear whilst riding a horse at all times. If I suffer any injury or illness, I agree that the Event Organiser and/or RSLLC management and staff may provide evacuation, first aid and medical treatment at my own expense, and my acceptance of these terms and conditions constitutes my consent to such evacuation, first aid and/or medical treatment.

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| --- | --- | --- |
| **Name:** | **Signature:** | **Date:** |

PLEASE SUBMIT YOUR SIGNED APPLICATION FORM TO: [spur.admin@rsllifecare.org.au](mailto:spur.admin@rsllifecare.org.au)