

**KOOBAH PERFORMANCE HORSES - DEED OF RELEASE AND INDEMNITY- PARENTS OF JUNIOR PARTICIPANTS**  
ABN: 17 089 975 128  
95 SPAINS LANE KINGSWOOD NSW 2340

Before accessing or using any land, buildings, vehicles, vessels, livestock, plant or equipment owned, leased or controlled by Koobah Performance Horses or any associated or related person or company (KPH) for the activities described below (Activities), you must read this deed and indicate your agreement to its contents by signing below.

**Please note that persons under 7 years old are not permitted to participate in the Activities.**

Persons aged between 7 and 18 years old (**Junior Participant**) are only permitted to participate in the Activities if their parent or legal guardian signs this deed.

**Junior Participant's name:** \_\_\_\_\_

**Name of Parent/Legal guardian of Junior Participant(s):** \_\_\_\_\_

**Address of Parent/Legal guardian of Junior Participant(s):** \_\_\_\_\_

**Activities:** Participation in campdrafting, cutting and other horse activities on land owned or controlled by KPH (KPH land)

**Risk Warning:** Participation in the Activities is inherently dangerous and involves risk. Those dangers and risks may include (without limitation) the following:

- falling, from a horse or otherwise;
- collision with other riders, animals or objects;
- encounters with livestock, other animals, including encounters which cause personal injury;
- collision with fences, which may not be visible at certain times or from certain positions or vantage points;
- collision with plant and equipment, which may not be visible at certain times or from certain positions or vantage points;
- steep and/or uneven terrain;
- the unpredictable behavior of horses;
- possible difficulties obtaining medical assistance and evacuation, as necessary.
- failure of your own riding equipment or other participants

It is possible that an accident may occur in connection with the Activities that may result in personal injury, death or property damage, including (without limitation) injury to horses.

Prior to undertaking the Activities, you should ensure that you are aware of all of the risks involved, including (without limitation) any risks associated with any health condition you may have.

By signing this deed: you acknowledge, agree and understand that participation in the Activities involves risk.

**By signing this deed, I agree to the following:**

1. I understand that it is my responsibility to obtain appropriate insurance to cover any losses, damages, costs or expenses that I or any Junior Participant in respect of whom I am signing this deed may incur in connection with the Activities.
2. The health and ability of each Junior Participant in respect of whom I am signing this deed is sufficient to enable them to safely participate in the Activities.
3. I confirm that I am over 18 years old, and that all information I have provided or will provide to KPH is true and accurate.
4. I confirm that each Junior Participant in respect of whom I am signing this deed is 7 years of age or older.
5. I acknowledge that I am personally responsible for ensuring that any Junior Participant in respect of whom I am signing this deed takes an appropriate level of care and responsibility at all times when participating in the Activities.
6. I will ensure that any Junior Participant in respect of whom I am signing this deed will at all times abide by the rules and directions of KPH and its directors, employees, agents, subcontractors, associates and assignees (together, the Relevant Persons), including (without limitation) the rules outlined in the Schedule to this deed (Participant Rules).
7. I will bear the costs of any medical assistance that may be required for a Junior Participant in respect of whom I am signing this deed as a result of their participation in the Activities.
8. I acknowledge and agree that participation in the Activities is inherently dangerous and involves risk that KPH cannot therefore guarantee health and safety of any Junior Participant and that any Junior Participant in respect of whom I am signing this deed participates in the Activities voluntarily and at their own risk.
9. I further acknowledge and agree that the 'Risk Warning' in the table set out above constitutes a 'risk warning' in accordance with the relevant law, including (without limitation) the *Civil Liability Act 2002 (NSW)*.
10. To the extent that the Activities are "recreational activities", "recreational services" or similar under any applicable law, to the maximum extent permitted by law the Activities are engaged in at the risk of each Junior Participant in respect of whom I am signing this deed and I agree that the Relevant Persons are excluded from all
  - a. liability for death or physical or mental injury or disease under any applicable statutory guarantees; and
  - b. express or implied warranties or conditions not set out in this deed, including (without limitation) that the Activities will be provided with reasonable care and skill.
11. To the fullest extent permitted by law, but subject to clause 12:
  - a. I agree that the Relevant Persons will not be liable for any losses, damages, costs or expenses that may be suffered or incurred by me personally or by any Junior Participant in respect of whom I am signing this deed arising (directly or indirectly) out of or in connection with the participation in the Activities of any Junior Participant in respect of whom I am signing this deed whether in contract, tort (including without limitation negligence) or otherwise; and
  - b. I personally and for and on behalf of any Junior Participant in respect of whom I am signing this deed absolutely, unconditionally and irrevocably release and indemnify, and will keep indemnified, the Relevant Persons from and against all actions, proceedings, claims, demands, losses, damages, costs (Including legal costs on a full indemnity basis) and expenses suffered or incurred by the Relevant Persons arising out of or in connection with the participation in the Activities of any Junior Participant in respect of whom I am signing this deed.

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12. Nothing in clause 11 limits or excludes the liability of a Relevant Person where the relevant actions, proceedings, claims, demands, losses, damages, costs or expenses arise as a result of a Relevant Person's fraudulent, reckless or wilfully wrongful act or omission.
13. I am authorised on behalf of the junior participant to grant KPH and/or its agents the right to take the junior participant's photograph regarding the junior participant's experiences on KPH Land.
14. I am authorised to grant to KPH from the junior participant the use of those photographs on Facebook, Twitter, Instagram and other social medial platforms.
15. I am authorised by the junior participant to allow KPH to edit, alter, copy or distribute the photographs on social media, advertising and marketing.
16. I agree that those photographs belong to KPH.
17. I understand that neither I nor the junior participant will not receive any monetary compensation for those photographs.
18. Nothing in this deed applies to limit or exclude the liability of Relevant Persons which cannot be limited or excluded under any applicable law.
19. I acknowledge and agree that I have had the opportunity to seek independent legal advice regarding the content of this deed.
20. If any part of this deed is void under any applicable law, it will be severed only to the extent that it is void and the remaining parts of this deed will continue in force.
21. Any rights or obligations under this deed may not be assigned, novated or otherwise transferred without the prior written consent of Koobah Performance Horses.
22. This deed is governed by the laws of New South Wales. I irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of New South Wales.

EXECUTED AS A DEED POLL

DATED at.....this.....day of.....2021

SIGNED by Parent/Guardian of a Junior Participant:

.....

In the presence of:

.....

Witness signature

.....

Witness (print name)

**Participant Rules**

While undertaking the Activities on KPH Land, each Participant:

1. must not be under the influence of:
  - (a) alcohol; or
  - (b) any illicit drug or any drug (prescription or pharmaceutical) which may impair the person's ability to participate in the Activities safely;
2. must not light any fire;
3. must not leave any refuse on KPH Land;
4. must not intentionally or recklessly damage any property situated on KPH Land;
5. must not use a weapon of any description (including firearms);
6. must ensure that any horse which is used in connection with the Activities is fit for the purposes of the Activities;
7. must use all personal safety and protective equipment appropriate for the Activities, including wearing appropriate clothing to ensure safety as far as reasonably possible, including riding boots;
8. must at all times when riding a horse, wear a helmet with a chin strap fastened which complies with the current standards for helmets used for horse riding and related activities as determined by 'Standards Australia'.
9. must only be on the areas of KPH Land as permitted by a Relevant Person and must not be on any other area of KPH Land;
10. must, as soon as is reasonably practicable, use their best endeavors to inform other persons undertaking the Activities including members of KPH of any hazard observed or encountered by the person during the Activities;
11. comply with the rules and directions of the Governing Body of my chosen sport, except to the extent such rules or directions are inconsistent with these rules or any directions given by or on behalf of KPH; and
12. comply with all laws, regulations or similar legislative or regulatory requirements relating to the Activities.