

KOOBAH PERFORMANCE HORSES - DEED OF RELEASE AND INDEMNITY- ADULT 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 Horse Pty Ltd 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.

Participant name: _____

Address: _____

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 and warrant 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 may incur in connection with the Activities.
2. My health and ability are sufficient to enable me 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 acknowledge that I am personally responsible for ensuring that I take an appropriate level of care and responsibility at all times when participating in the Activities.
5. I 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).
6. I will bear the costs of any medical assistance that I may require as a result of my participation in the Activities.
7. I acknowledge and agree that participation in the Activities is inherently dangerous and involves risk, that KPH cannot therefore guarantee my health and safety and that I participate in the Activities voluntarily and at my own risk.
8. 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)*.
9. 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 my own risk and I agree that the Relevant Persons are excluded from
 - 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.
10. To the fullest extent permitted by law but subject to clause 11:
 - 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 arising (directly or indirectly) out of or in connection with my participation in the Activities whether in contract, tort (including without limitation negligence) or otherwise; and
 - b. I 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 my participation in the Activities.
11. Nothing in clause 10 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.
12. Nothing in this deed applies to limit or exclude the liability of Relevant Persons which cannot be limited or excluded under any applicable law.
13. I grant KPH and/or its agents the right to take my photograph regarding my experiences on KPH Land.
14. I grant KPH use of those photographs on Facebook, Twitter, Instagram and other social media platforms.
15. I 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 I will not receive any monetary compensation for those photographs.
18. I am a currently fully paid member of the Governing Body or Association of the sport I am participating in whilst on KPH Land.

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19. I have signed all necessary documents and paid all subscription fees required to date of the Governing body or Association of the sport I am participating in whilst on KPH Land.
20. I acknowledge and agree that I have had the opportunity to seek independent legal advice regarding the content of this deed.
21. 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.
22. Any rights or obligations under this deed may not be assigned novated or otherwise transferred without the prior written consent of Koobah Performance Horses.
23. 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:

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. I acknowledge it is my sole responsibility to ensure that I am wearing 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.