

**AUSTRALIAN ENDURANCE RIDERS ASSOCIATION INC.
LIABILITY WAIVER AGREEMENT (2010)**

RELEASE AND INDEMNITY

WARNING - this is a legal document that affects your rights

In consideration of the Victorian Endurance Riders Association Inc. ("the Association") permitting me to participate in an event conducted by or formally affiliated with the Association, this agreement is compulsory and is entered into by:

(Participant/Member Name..... (Membership No.):

I understand that –

1. there are potentially significant risks and hazards involved with endurance riding, and that horses are powerful and potentially dangerous animals;
2. there are certain inherent risks in the terrain, public roadways, weather and other forces of nature which may arise during my participation in endurance riding, and that such risks may vary from ride to ride;
3. the ride organisers and the State Management Committee make every effort to ensure the safety of the ride base and ride course, and the safety and well-being of all participants and their horses, and to minimise any risk of injury, death or loss due to negligence or omission by the organisers and the Association;
4. it is compulsory to wear an approved safety helmet at all times while on a horse at any event affiliated or endorsed by the Association;
5. I am responsible for the control and welfare of any horse in my care or which I elect to ride and for ensuring that I am capable of managing any such horse in the interests of my own safety, and that of other participants, horses and property;
6. if I fail to comply with any reasonable instruction, request or direction by ride organisers or other designated officials, upon my being so warned by the appointed Chief Steward, s/he may terminate any further participation by me, such termination being at my expense, and I waive any claim or refund ;
7. I am free to withdraw my participation at any time should I determine that to do so is in the interests of my safety and well-being or that of other participants and horses.

I agree –

8. to release the Association and all persons associated with the activity (including but not limited to affiliated clubs, event organisers, promoters, sponsors, instructors, fellow participants, and all directors, officers, employees, agents, contractors, and volunteers of the Association) from all liability for any injury loss or damage I may suffer in any way arising out of or connected with my participation in the activity. I indemnify the Association and all persons mentioned in this clause against all liability for any claims for such injury loss or damage which may be brought by me or on my behalf.
9. that if I have a medical condition or impairment which may affect my capacity to act safely and in the best interests of the welfare of myself, other participants and horses, then I take full responsibility for any consequences of such medical condition or impairment;
10. to comply with AERA and the Association's Ride Rules and any reasonable instruction, request or direction from ride officials as to the safety and well-being of myself and other participants, and the management of horses;
11. to indemnify AERA Inc., the Association and the organisers of any affiliated or endorsed event against any negligent act or omission by me which may result in any loss, injury, illness, death, expense or property damage to myself, other participants or horses at any endurance riding event.
12. **I have read and understood the above.**

Signature :.....

Date.....

Medical Conditions.....

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--- Only for participants/members under 18y.o. - Declaration by Guardian ---

As guardian of the above named participant:

1. **I have read and understood the above.**
2. I warrant the accuracy of the assurances and warranties given above on behalf of the participant;
3. I provide the above undertakings both on my own behalf, and, to the extent permitted by law, on behalf of the participant; and I indemnify the Association and all the persons specified above against all liability and claims brought by or on behalf of the participant arising out of or in any way associated with the activity.

Name of guardian: Signature

Date