



This document is our Equestrian Services and Riding Agreement. It will apply for the whole of the period that the Horse and/or the Rider are physically present on the Property. Entry onto the Property by the Horse Owner and/or the Rider will be evidence of acceptance of these terms by all parties.

BETWEEN: WS Performance Horses (ABN 76 269 096 967) (J GROSMANN and MT SHEATHER T/AS WS PERFORMANCE HORSES) of 6581 Tumberumba Road, KYEAMBA, NSW, 2650 ("Proprietor")

AND: The Horse Owner

AND: The Rider

RECITALS

- A. The Proprietor is a provider of various equine services, including riding instruction and agistment, at the property known as 6581 Tumberumba Road, KYEAMBA, NSW, 2650 ("the Property").
- B. The Horse Owner is the owner of the horse ("the Horse") located at the Property for riding and agistment.
- C. The Rider has been nominated by the Horse Owner to ride the Horse at the Property, subject to obtaining the prior approval of the Proprietor.
- D. The Proprietor has agreed to the Rider riding the Horse at the Property upon the following terms and conditions.

OPERATIVE PROVISIONS

1. The Horse Owner and/or the Rider may, by appointment with the Proprietor, visit the Property at the time(s) agreed with the Proprietor for the purpose of inspecting or riding the Horse. Such visitation or activity will be entirely at the Horse Owner's or Rider's own risk, assumed voluntarily.
2. The Proprietor will not be liable to the Horse Owner, the Rider, or any other person who may accompany them when visiting the Property for damages for harm suffered by the materialization of any risk associated with such visitation or activity, howsoever arising, that is either an inherent risk including (without limitation) accident or injury, or any other risk that was insignificant or not reasonably foreseeable.
3. Except for any right of indemnity specifically preserved by this Agreement, the Horse Owner and the Rider expressly surrender, so far as the law permits, any right which either of them may have against the Proprietor to claim damages for harm suffered, including liability in negligence, arising from such visitation or activity.
4. The Rider must strictly and promptly comply with any direction of the Proprietor when visiting the Property or riding the Horse.
5. The Horse Owner and the Rider acknowledge that:
 - (a) owning and riding horses involves risk, including (without limitation) inherent risks such as accident or injury to the Horse or Rider;
 - (b) prior to entering into this Agreement, the Proprietor has provided to the Horse Owner and the Rider, and they have read and understood, the notice marked "WARNING – IMPORTANT INFORMATION" that is attached to this Agreement.
6. The Horse Owner and the Rider declare that prior to agreeing to be bound by the provisions of this document, they have had the opportunity:
 - (a) to obtain independent legal advice in relation to their rights and obligations under this Agreement; and
 - (b) to inspect the Property and ancillary facilities to satisfy themselves as to their fitness for purpose;and have either done so or freely declined the opportunity to do so.
7. This Agreement will apply for the whole of the period that the Horse and/or the Rider are physically present on the Property.

WARNING – IMPORTANT INFORMATION

The ownership and riding of horses involves risks, including inherent risks. Be aware that properties where horses are kept can be dangerous places, including because horses do not always behave as expected. Entering onto those properties, being in and around horses, or riding horses, involves the risk of injury, accident and loss or damage to person or property for all persons who enter or engage in such activity.

End.