

NAME OF RIDER (PLEASE PRINT):

**THE 2024 YALAMBI AUTUMN JUMPING CLASSIC
INDEMNITY, RELEASE & WAIVER OF LIABILITY**

You, Yalambi, have allowed me to participate in The 2024 Yalambi Autumn Jumping Classic ("Event") at the Yalambi Farm Stud property ("Property") and in consideration of one dollar (receipt of which I acknowledge) I agree to vary our contract to include a provision that I will, having read the attached Warning, sign this indemnity.

1.
 - (a) I acknowledge that before signing this document I had read and understood the Warning attached to the front of this document.
 - (b) I acknowledge and agree that I attend the Property and the Event and ride and jump (together "Ride/Riding") all at my own risk;
 - (c) I further acknowledge and agree that:
 - (i) Equestrian events (including Riding and all aspects of handling and being around horses), is an inherently dangerous recreational activity for participants and which may result in serious physical or mental injury or death and/or Other Harm ("Other Harm" meaning such harm as is described in s.139A (c) or (d) of the Competition and Consumer Act 2010), including not only to riders, but also to any person whose involvement in or attendance at the event places them in proximity to horses;
 - (ii) The dangers inherent in equestrian events can arise in a number of ways including (but not limited to):
 - The tendency of horses to behave in ways that may result in serious physical or mental injury or death or Other Harm to people on or around them;
 - The unpredictability of a horse's reaction to such things as other persons or animals, sounds, sudden movement and unfamiliar objects;
 - Hazardous surface or subsurface conditions on which the equestrian event is conducted;
 - Collisions with other horses or objects;
 - The potential of a participant in the equestrian event to act in a way which may contribute to the physical or mental injury or death or Other Harm to the participant or another participant or an onlooker;
 - (iii) Horses can at any time and often do, without warning, act in a sudden or unpredictable fashion which may result in serious physical or mental injury or death or Other Harm; and
 - (iv) Even where a horse does not act in a sudden or unpredictable fashion, serious physical or mental injury or death or Other Harm may occur as a result of a participant falling from or colliding with a horse, the horse colliding with another horse or object, or the horse kicking or biting a participant or an onlooker.
2. I voluntarily assume sole responsibility for any physical or mental injury, and/or death, and/or Other Harm, I may suffer as a result of my attendance at the Property and my participation in arrival and preparation for, attendance at, and cleaning up after and departure following, the Event and in any other Riding at or in the vicinity of the Property.
3. I will:
 - a) not consume any alcohol or take any drugs or medicines including (but not limited to) drugs prohibited by law, within 12 hours before or during the Event and I take full responsibility for any physical or mental injury and death and/or Other Harm, resulting from my consumption of any alcohol, drugs and/or medication.
 - b) follow the directions of the Event officials including (but not limited to) stewards and judges, and acknowledge that any misconduct or refusal by me to follow any direction may result in me being required to immediately dismount from my horse and for me to be disqualified from taking further part in the Event and from Riding at or in the vicinity of the Property. I take full responsibility for any physical or mental injury or death or Other Harm resulting from my failure to follow the directions of the Event officials.
4. I warrant that:
 - a) I am in a fit state of health to ride a horse and have no existing medical issues which may be aggravated by me Riding;
 - b) I will wear a suitable helmet, horse riding clothing and riding boots at all times during the course of the Event and at all other times I am mounted on or in the vicinity of a horse and while Riding at or in the vicinity of the Property; and
 - c) My horse is in a fit state of health to be ridden and to participate in the Event at the Property.

5. I will conduct myself and ensure all people associated with me, especially children, conduct themselves while on the Property, in a safe and responsible manner. Further I will take special care with the management of my horse(s), and my dog(s) (if I have a dog), driving of vehicles, not lighting or causing any fires and avoiding physical and mental injury and death and Other Harm through not (but not limited to) swimming or wading in dams or soaks or riding scooters, bikes or motor bikes at more than 5kph.
6. I acknowledge the water from all taps on the Property is not safe to drink and I will not drink it.
7. To the greatest extent possible under the law, I waive any and all claims and legal actions I may have at any time against Yalambi Pty Ltd as trustee for The Yalambi Trust (trading as Yalambi Farm Stud) ("Yalambi") and against any of its employees, officers, agents, independent contractors and volunteers and/or the Event officials and/or against any other riders and visitors and/or the owner of the Property arising in any manner whatsoever at the Property:
 - a) in respect of any physical or mental injury and/or death and/or Other Harm suffered by me or by any of my family members, assistants or other persons attending the Property or participating in the Event at my request or under my supervision; and
 - b) whether such liability arises out of any express or implied term of law, whether at common law, in equity, or by statute, including (but not limited to);
 - (i) breach of the statutory guarantee under s.60 of the Australian Consumer Law; or
 - (ii) any negligence (not being reckless conduct) of Yalambi and/or any of its employees, officers, agents, independent contractors and/or volunteers and/or Event officials and/or other riders and/or visitors at the Property and/or the owner of the Property, arising in any manner whatsoever.
8. I, for myself and on behalf of my personal representatives and next of kin, hereby release, hold harmless and agree not to sue Yalambi, any of its employees, officers, agents or independent contractors, any of the volunteers, any of the Event officials, any other riders, any visitors at the Property and/or the owner of the Property with respect to any and all physical or mental injury and/or death and/or Other Harm, whether caused by the negligence (not being reckless conduct) of Yalambi and/or of any of its employees, officers, agents, independent contractors and/or volunteers and/or Event officials and/or other riders and/or visitors at the Property and/or the owner of the Property.
9. I, for myself and on behalf of my personal representatives and next of kin, agree to fully indemnify Yalambi and all of its employees, officers, agents, independent contractors and volunteers and Event officials and other riders and visitors and the owner of the Property and to keep Yalambi and each of these persons fully indemnified against any claim whatsoever made by me, or by any of my family members, assistants or other persons attending the Property or participating in the Event at my request or under my supervision or in relation to my visit to the Property in respect of any liabilities of the type or the matters referred to in this document.
10. I, for myself and on behalf of my personal representatives and next of kin, acknowledge that this document may be pleaded by Yalambi and all of its employees, officers, agents, independent contractors and volunteers and Event officials and other riders and visitors and the owner of the Property as an absolute bar to any claim made or action taken by me or on my behalf in respect of any liabilities of the type or the matters referred to in this document.
11. My attendance and participation in the Event at the Property is in full acknowledgement of my acceptance of the terms of this document.

OVER 18 YEARS OF AGE
<p>I am over 18 years of age: Print Full Name _____</p> <p style="text-align: center;">Date_____ Signature_____</p>
UNDER 18 YEARS OF AGE
<p>I am under 18 years of age</p> <p>(a) I have obtained the consent of my Parent/Guardian to participate in the Event at the Property.</p> <p style="text-align: center;">Print Full Name _____</p> <p style="text-align: center;">Date_____ Signature_____</p> <p>(b) Parent/Guardian acknowledgement</p> <p>I, the undersigned, declare that I am the parent/guardian of the above signed person and that my child/ward has read the terms of this document and the Warning and to the best of my knowledge, understands them. I also declare that I have read and understand the terms of this document and the Warning and accept that both I and my child/ward are bound by these terms.</p> <p style="text-align: center;">Date_____ Signature _____</p> <p style="text-align: center;">Print Full Name_____</p>