



Willinga Park
134 Forster Drive BAWLEY POINT NSW 2539

Voluntary Assumption of Risk, Waiver and Indemnity ("Deed")

This is an important document which will significantly affect your legal rights. Read it carefully and do not sign it unless you are satisfied that you understand it. If you have any questions please ask a representative of Willinga Park.

Participant	Name: Address: Telephone number: Email address:	
Willinga Park	All owners, employees, contractors, agents and representatives of Willinga Park, and its related Body Corporate and their directors, officers, employees, agents, contractors and insurers.	
Activity	Horse riding, use of equestrian facilities, equipment and all equine and property infrastructures.	
Grounds	The course, facilities, equipment, and areas to be used during the Activity.	

1. Warning and Acknowledgements

- (a) I acknowledge that by participating in the Activity, there is risk of personal injury to me and damage to my property, and risk that I will cause personal injury or damage to another person or property.
- (b) There are inherent risks associated with the Activity that cannot be prevented by Willinga Park. For the purposes of Part 1A, Division 5 of the *Civil Liability Act 2002* (NSW), I have been warned of the risk of harm arising out of my participation in the Activity (including the risk of collision, falling and injury) and I voluntarily assume this risk.
- (c) I understand that I must inspect the Grounds prior to participating in the Activity. By participating in the Activity, I have found the Grounds to be safe and acceptable for participation.
- (d) It is my responsibility to ensure that my equipment is adequate to safely participate in the Activity.
- (e) I have not relied upon any advice, representations or inducements by or on behalf of Willinga Park in deciding to participate in the Activity and sign this Deed.

2. Waiver, release and indemnity

- (a) I (on my own behalf and on behalf of my spouse, children, parents, guardians, heirs, next of kin, and any legal or personal representatives (**Releasing Parties**)) agree that, to the extent permitted by law, the provisions of:
 - (i) the *Competition and Consumer Act 2010* (Cth); and
 - (ii) any state or territory civil or consumer law which imposes a warranty that services be rendered with due care and skill and that any material supplied in connection with those services will be reasonably fit for purpose,are excluded and do not apply in so far as they relate to liability for death or personal injury from the Activity.
- (b) I (on my own behalf and on behalf of the Releasing Parties) agree to release Willinga Park from and against any liability arising out of any injury, loss, damage or death caused to me or my property or any other person arising from or in connection with my participation in the Activity whether such injury, loss, damage or death was caused directly or indirectly by negligence, failure to take

reasonable care, breach of contract or any way whatsoever (including where the injury, loss, damage or death was caused solely or partly by the negligence of Willinga Park).

- (c) I (on my own behalf and on behalf of the Releasing Parties) agree to indemnify Willinga Park from all loss, liability and expense (including legal expenses) arising out of or resulting from my participation in the Activity. This indemnification extends to all claims in respect of any injury, loss or damage arising out of or in connection with my participation in the Activity, including where the injury, loss, damage or death was caused solely or partly by the failure to take reasonable care or negligence of Willinga Park.
- (d) I (on my own behalf and on behalf of the Releasing Parties) agree that the proportionate liability provisions contained in Part 4 of the *Civil Liability Act 2002* (NSW) will not apply to claims, damages, losses, injuries and expenses arising out of my participation in the Activity, to which I have agreed to release and indemnify Willinga Park under this Deed.

3. General

- (a) I agree to comply with all rules and directions made by Willinga Park in connection with the Activity.
- (b) If any provision of this Deed is found to be unlawful, void, or for any reason unenforceable, then that provision shall be read down to the extent necessary or, if it cannot be read down, severance of the provision will not affect the validity and enforceability of any remaining provisions.
- (c) Notwithstanding anything to the contrary contained within this Deed, this Deed will not be read or applied so as to purport to exclude, restrict or modify any Federal or State law which by law cannot be excluded, restricted or modified.
- (d) This Deed cannot be changed by representations or statements by any agent or employee of Willinga Park.

FOR PARTICIPANTS 18 YEARS OF AGE OR OVER

I acknowledge that I have read and understand the terms of this Deed, and that I have given up substantial rights by signing it. I have signed this Deed freely and voluntarily:

Signed, sealed and delivered as a Deed Poll
by _____
(print name) in the presence of:

Signature of witness

Full name of witness

Signature

Date

FOR PARTICIPANTS UNDER 18 YEARS OF AGE

I warrant that I am the parent or guardian of the Participant who will be under the age of 18 on the date(s) of the Activity and that he/she has my consent to participate in the Activity. I have read and understand the terms of this Deed, and that the Participant and I have given up substantial rights by me signing it. I agree for the Participant to be bound, and for me to be bound on behalf of the Participant, by this Deed. I have signed this Deed freely and voluntarily:

Signed, sealed and delivered as a Deed Poll
by _____
(print name) in the presence of:

Signature of witness

Full name of witness

Signature

Date