

Equine Activities

Release and Waiver of Liability Form

Assumption of Risk and Indemnity Agreement

IN CONSIDERATION for allowing _____
(name of applicant wishing to participate in equine activities at South Coast Psychology Ltd)

Address _____

Tel: _____ Email: _____

to participate in the equestrian activities, including but not limited to groundwork (there may be minimal riding involved), I agree to this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement. On behalf of myself and my personal representative, estate, heirs, assigns, and next of kin do hereby forever release, waive, discharge and covenant not to sue, South Coast Psychology Ltd, 95 Turner Street, Edendale, or any of its officers, directors, instructors, principals, agents, employees, or affiliates (hereinafter the "Released Parties") from all liability for personal injury, property damage or wrongful death, however caused, arising out of, or related to, the equestrian activities that I, personally, or as parent (s) and/or guardian (s) of my child participate in, any training or instruction received, arising out of facilities and equipment (including the negligence of the released parties, whether active or passive). The undersigned does hereby affirm, acknowledge, and understand that I have been informed that Equestrian activities, including horseback riding, **ARE POTENTIALLY DANGEROUS ACTIVITIES** which involve certain inherent hazards and risks, and no amount of care, caution, instruction or expertise can eliminate the inherent dangers.

By signing this document, I am confirming my understanding of the following:

I AFFIRM and recognise that there are **SUBSTANTIAL RISKS** involved in equestrian activities which include, **BUT ARE NOT LIMITED TO**, severe injuries resulting in permanent physical disabilities, bone and joint injuries, muscle strain and muscle injuries, brain injury, neurological damage, and death. Horses are unpredictable and they may react to the conduct and actions of other riders and persons. Horses may, without warning, kick, bite, balk, stomp, stumble, rear, bolt, fall down, and react to sudden movements, noises, vehicles, other animals, or objects. Equestrian activities involve equipment that may break, fail, or malfunction. Other participants/ horse handlers may not control their animals, ride or handle their horses within their ability, and cause a collision or other consequence.

Equestrian activities will be conducted in a controlled area which, although unlikely, may be subject to constant change in condition according to weather, temperature and natural and man-made changes in the landscape, where objects are not marked and hazards may not be visible; where weather is changeable, unpredictable and dangerous; and where lightning, thunder and other natural hazards and dangers may exist. I affirm and recognise that there are other risks, hazards and dangers that are integral to equestrian activities. I further affirm that the description of the risks in this document are not complete and that there are other risks, hazards and dangers associated with participating in equestrian activities in an outdoor environment that may be unknown or unanticipated.

I AFFIRM that I have inspected the facilities and I am satisfied that all premise conditions are reasonably safe for the intended purpose and usage I expressly acknowledge that the staff and employees of South Coast Psychology Ltd are not employed for the purpose of determining whether my riding and/or horse handling ability is sufficient for my horse, nor is the staff or subcontractors of South Coast Psychology Ltd on the premises to ensure that I exercise the proper standard of care around the horses or other animals.

South Coast Psychology – Equine Therapy

95 Turner Street, Edendale 9893

vicki@scp-equinetherapy.co.nz

<https://www.scp-equinetherapy.co.nz>



South Coast
Psychology

**Equine
Therapy**

Equine Activities

Release and Waiver of Liability Form

I EXPRESSLY ACKNOWLEDGE that **INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES** and therefore agree that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreements extends to all acts of negligence, whether active or passive, by the Released Parties and is intended to be as broad and inclusive as permitted by the laws of New Zealand. I agree to release and forever discharge the Released Parties from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with my participation in the equestrian activities

I HEREBY AGREE to indemnify and save and hold harmless the Released Parties and each of them from any lawsuit by myself or by anyone on my behalf personal representatives, estate, heirs, next of kin or assigns arising out of, or related to, horseback riding related activities that I may engage in or any other related equestrian activities for whatever period said activities may continue, whether caused by negligence, whether active or passive, of the Released Parties. I agree that I will not make a claim of any kind against the Released Parties as a result of any damage, injury, paralysis or death, or my property and agree to save and hold harmless, indemnify and forever defend the Released Parties as a result of my participation in the equestrian related activities, as well as expenses and liabilities, including reasonable attorneys' fees incurred by the Released Parties resulting from any such claim, action or demand. I agree that any provision of this Release and Waiver of Liability Assumption of Risk and Indemnity Agreement is determined by a court of competent jurisdiction to be illegal or unenforceable, such provision shall be deemed to be severed and deleted and neither shall such provision, its severance or deletion, affect the validity or the remaining provisions of this Release and Waiver of Liability Assumption of Risk and Indemnity Agreement.

I UNDERSTAND the nature of the equestrian activities, my experience and capabilities and believe that I am qualified, in good health, and in proper physical condition to participate in such activity. I have read this consent and agreement, release and waiver of liability, assumption of risk and indemnity agreement; I fully understand its terms and understand that I have given up substantial rights by agreeing to it. As parent(s) and/or legal guardian(s), I/we are signing this document on behalf or myself and my heirs. I have agreed to this release and waiver of liability freely and voluntarily without any inducement, assurance or guarantee being made to me and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law and I understand that this document represents a legal contract.

Signed: _____ Dated: _____

If the user of the facilities is a minor i.e., person under 18 years of age, then parent or guardian must also sign this document.

I, _____
parent or legal guardian of the above signatory acknowledge that I have read and understood this Release and Waiver of Liability Assumption of Risk and Indemnity Agreement, and I agree to abide by these conditions.

Signed: _____ Dated: _____

South Coast Psychology – Equine Therapy
95 Turner Street, Edendale 9893
vicki@scp-equinetherapy.co.nz
<https://www.scp-equinetherapy.co.nz>



South Coast
Psychology
**Equine
Therapy**