

# Franklin A & P Society Ribbon Day

## Saturday 2 October 2021

Entry through Gate 7, Station Road, Pukekohe

**ENTRY FEE - \$40.00 PER ANIMAL**

<i>PONY/ HORSE</i>	<i>RIDER</i>	<i>CLASS ENTERED</i>
<b>TOTAL FEES:</b>		

Name .....

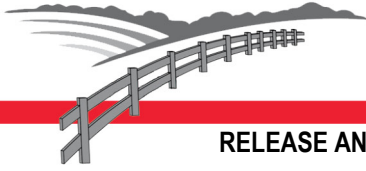
Address .....

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Phone .....

Entries may be made in advance or at the Secretary's office from  
8.00am on the day.



## RELEASE AND WAIVER OF LIABILITY – ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

In consideration for allowing \_\_\_\_\_(name) to participate in equestrian activities at the Pukekohe Showgrounds, I agree to this Release and Waiver of Liability - Assumption of Risk and Indemnity Agreement (“the Agreement”).

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

I recognise that there are risks involved in equestrian activities which may 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 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, fall, or malfunction. Other riders or horse handlers may not control their animals, ride or handle their horses within their ability, or cause a collision or other consequence.

Equestrian activities may be conducted in areas which are subject to change in condition according to weather, temperature, natural and man-made changes in the landscape, and where lightning, thunder, beehives, and other natural hazards and dangers exist. I recognise 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 confirm that I am satisfied that the Pukekohe Showgrounds are reasonably safe for the intended purpose and usage. I acknowledge that the staff, employees and volunteers of the Franklin Agricultural and Pastoral Society are not determining whether my riding and/or horse handling ability is sufficient, nor are they on the premises to ensure that I exercise the proper standard of care around horses or other animals. I acknowledge that I must wear protective headgear which meets or exceeds the quality standards of the AS/NZ3838 approved equestrian helmet at all times while riding. I understand that wearing of such headgear while mounting, riding, dismounting and otherwise being around horses, may prevent or reduce the severity of some head injuries; however I acknowledge that the helmet may not prevent injuries in all circumstances.

I acknowledge that injuries received may be compounded or increased by negligent rescue operations or procedures and therefore agree that the Agreement extends to all acts of negligence, whether active or passive, by the Pukekohe Agricultural and Pastoral Society or any of its officers, directors, principals, agents, employees or affiliates (hereinafter 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 arise afterwards on account of any first aid, treatment or service rendered in connection with my participation in the equestrian activities.

I acknowledge that if I should fall from my horse during any phase of the equestrian activities I must be medically checked and cleared to return to the equestrian activities. The medical check should include a concussion assessment and the Pukekohe Agricultural and Pastoral Society may require confirmation of the completion of such medical assessment. I acknowledge that I am fully responsible for ensuring that this medical assessment takes place.

I hereby forever release, waive, covenant not to sue and discharge 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 a parent or other guardian of my child participates in.

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 the Agreement and fully understand its terms. I have agreed to the Agreement freely and voluntarily and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

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

I, \_\_\_\_\_, parent or guardian of the above signatory acknowledge that I have read and understood the Agreement and I agree to abide by these conditions.

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_