

YARAANDOO LAKESIDE RETREAT

P.O.Box 77, Adaminaby NSW 2629

Telephone: (02) 6454 2591

Website: www.yaraandoo.com Email Address: yaraandooinfo@bigpond.com

DECLARATION FORM

Horse riding is an all-weather adventure experience and may include camping (depending on which adventure you have chosen with us). The experience you are about to undertake either for one or two hours or one day or for an extended trek includes negotiation of uneven countryside, streams and waterways, roads, forests, over pasture land, tracks and may even include some parts of the Kosciusko National Park some areas of which are seldom visited by others. The country you are riding in is home to both domestic and native animals and flora.

Whilst Yaraandoo Lakeside Retreat provides horses, saddles, bridles (tack) and equipment for your comfort, security and safety, the experience does involve physical exertion and requires a reasonable level of fitness, flexibility, leg-hand-eye coordination and complete upper and lower body control.

Attached to this Declaration Form is a questionnaire, which Yaraandoo Lakeside Retreat asks you to truthfully complete so that an assessment can be made of your riding ability so that a Yaraandoo Lakeside Retreat Team Member can select a horse that should best suit your riding experience and capabilities. If you think that the horse selected for you is not appropriate or that you are unsure of its temperament, then you must raise your concerns with the Yaraandoo Lakeside Retreat Team Member.

Horse riding can be dangerous. Horses are animals with varying natures, temperaments, dispositions and moods. Horses are prone to react in different ways to different situations and circumstances they experience, their treatment, ill treatment, handling or mishandling. Risks are involved in horse riding. Injuries may occur in falls, collisions or as a result of the unpredictability of a horse.

In addition to horse riding you may camp out in the countryside. The terms and conditions and your understanding that apply to the horse riding activities at times also apply to the camping activities.

There may be times during the ride and camping that you will be requested to assist in various activities such as preparing the horses for the ride and to set up and pack up the camp site. These terms and conditions apply to those requests and if in doubt you should consult a Yaraandoo Lakeside Retreat Team Member.

The following conditions may significantly impact on your ability to participate safely in horse riding activities at Yaraandoo Lakeside Retreat: inclement weather, such as rain, wind and snow; fear of open spaces; fear of wildlife; fear of horses and other animals such as cattle, sheep and dogs on a property.

Health issues which may affect you could be dizziness or loss of balance, angina or any other heart condition, depression, severe or uncontrollable asthma, diabetes or epilepsy, or any limb injury, back injury or any other physical impairment which affects your ability to walk and ride horses.

If you are a person with any of these conditions you should seriously consider whether or not you are able to undertake horse riding at Yaraandoo Lakeside Retreat. You should not participate in the horse riding experience if you reasonably suspect that your health and safety, or, that of your fellow riders will be put at risk by you participating in the ride.

This applies if you are taking medication, or any of the above conditions, or any other medical condition, or are recovering from recent surgery. Expectant mothers should not participate in the ride.

As the ride will enter remote country there may be difficulties in evacuation if you become injured or disabled. Due to the remoteness and distance travelled on the ride, timetables may not be kept so you should not rely strictly on keeping appointments or other timetables such as travel arrangements relevant for the end of the ride.

In the event of injury Yaraandoo Lakeside Retreat may provide evacuation, first aid and medical treatment at your expense.

If in doubt, please seek further clarification of the level of difficulty of the ride from any Yaraandoo Lakeside Retreat Team Member.

At the sole discretion of Yaraandoo Lakeside Retreat, essential medication (eg asthma inhalers or diabetic medication) shall be permitted on the ride. Please speak to a Yaraandoo Lakeside Retreat Team Member if you have brought medication. It is your responsibility to claim any item on return. Yaraandoo Lakeside Retreat will discard any medication not recovered by you.

RIDER DECLARATION. All riders must complete this form before participating in the ride.

RIDER DECLARATION

By signing this document below, I honestly declare that: -

1. As parent/guardian I confirm that all children in my care are my full responsibility
2. I have considered my own health and ability to undertake the ride within the time frame that Yaraandoo Lakeside Retreat has proposed and I do not reasonably suspect that my health and safety, or that, of my fellow riders, will be put at risk by participating in the ride.
3. I am not under the influence of drugs or alcohol, legal or illegal.
4. I understand that Yaraandoo Lakeside Retreat reserves the right to require evidence that I am not under the influence of drugs or alcohol prior to any contact with horses. Should I be under the influence of drugs or alcohol, I understand that I will not be permitted to have any contact with horses whether at the commencement or at anytime throughout the duration of trek.
5. I will obey and follow the instructions of Yaraandoo Lakeside Retreat's Team Member/s including but not limited to, requests such as to wear an approved helmet at all times during the ride or any other safety device and not disturb other riders or interfere with the Team Leader's ability to conduct the ride in a safe and secure manner. I will not damage, deface or remove any part of the flora and fauna that I will be riding through, particularly in the National Park or any of the equipment being used. I understand I may be removed from the ride, without refund, if I do not comply with these terms.
6. I will not take any unauthorised items on the ride such as firearms or weapons.
7. I hereby declare that I have read, understood and have accepted the terms and conditions of trade of Yaraandoo Lakeside Retreat.
8. I warrant that I understand that: -
 1. I will enter and remain on the land of Yaraandoo Lakeside Retreat or those areas of land where Yaraandoo Lakeside Retreat has permission to enter and/or ride, that of the National Parks and Wildlife Service and other private and publicly owned properties that the ride may enter through, and I will participate in the ride at my own risk. Furthermore I acknowledge that horse riding is a dangerous activity which may lead to personal injury or even death and that I undertake this horse riding activity fully aware of these facts. In this regard I waive any rights I may otherwise have had to make any claim what so ever against Yaraandoo Lakeside Retreat or any person who may be associated with Yaraandoo Lakeside Retreat as a result of injury or loss arising from this horse riding activity whether this be caused by negligence or for any other reason caused by Yaraandoo Lakeside Retreat or any person associated with Yaraandoo Lakeside Retreat.

2. Yaraandoo Lakeside Retreat will not (to the extent permissible by law) be responsible for any loss, damage or injury arising from any pre-existing medical condition whether physical or psychological. If I disobey any safety instructions given to me by Yaraandoo Lakeside Retreat and as a result of disobeying those instructions, I suffer loss, damage or injury, I will not hold Yaraandoo Lakeside Retreat liable in any way what so ever.
3. I hereby release and discharge Yaraandoo Lakeside Retreat, its Related Bodies whether they be corporate or otherwise and their servants and agents and the National Parks and Wildlife Services of NSW to the extent permitted by law from all claims which I now or at anytime have in connection with or incidental to my participation in the ride or the circumstances recited in this declaration. I declare that this includes any claims, which I could or might have if it was not for this declaration.
4. Yaraandoo Lakeside Retreat has the authority to use and reproduce any photography taken of me for any purpose whatsoever, without further compensation to me.
5. Photographs purchased from, or supplied by Yaraandoo Lakeside Retreat remain copyright to Yaraandoo Lakeside Retreat and may only be used or reproduced by the purchaser or recipient for private or domestic purposes and must not be used for any commercial purpose, including promotion of any supplier, or any supplier's products or services without Yaraandoo Lakeside Retreat's prior written permission.
6. Yaraandoo Lakeside Retreat will rely on this Declaration. Yaraandoo Lakeside Retreat is not responsible for my decision to ride.

DATED: ___ / ___ / _____

Name:

Address:.....
.....

Signature: