

**International Boutique Riding School &
Shine Bright Equine Human Services**
A.B.N: 43 212 200 529
Anne-Katrin Liebe
162 Arcadia Road
2159 Arcadia NSW

Mobile: 04 22 27 96 57
info@ibridingschool.com
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TERMS AND CONDITIONS OF INTERNATIONAL BOUTIQUE RIDING SCHOOL & SHINE BRIGHT EQUINE HUMAN SERVICES 2024/25

1. All care but **no responsibility** is taken for persons and/or possessions whilst attending International Boutique Riding School & Shine Bright Equine Human Services.
2. **48 hour notice** from the arranged start time must be given to change the time or date of any lesson or equine assisted learning/therapy sessions. School holiday camp bookings are non-refundable or transferable or any other paid activity at IBRS/SBEHS.
3. If necessary lessons need to be **cancelled by the client in the online booking system <https://shinebrightequine.reitbuch.com> and by Voicemail notification** to 04 222 79 657 ONLY (no text messages).
4. **Lessons and therapy sessions cancelled under 48 hours** will still be charged to the client, no exceptions.
5. **Running late:** It's suggested to arrive 10 minutes before their lesson/session time. Clients may be no longer than 15 minutes late for their lesson. Clients arriving late to their lesson/therapy session time will still be charged for the lesson.
6. In the event of **extreme conditions** such as gale force winds, continues torrential rain or thunderstorm, IBRS and SBEHS will conduct therapy sessions, classical horsemanship lessons instead of riding lesson in the stable facilities if safe to do so or postpone the session within 6 days.
7. **EA standard and current approved riding helmets**, closed and heeled boots, breeches/long pants and sleeved tops must be worn at all times whilst riding.
8. **CLOSED shoes** must be worn by all persons attending IBRS and SBEHS, whether riding or spectating.
9. **Clients** agree to and abide by **the stable rules**.
10. **ONLY riding students and therapy clients** are allowed in the stables or within a 5 metre radius of the ponies. Parents and spectators are requested to wait in specified areas i.e. Seating is available near car park area and near the main gate.
11. **Equine assisted therapy sessions** start at the main gate and finish there. Parents or guardians are welcomed to wait in the car park area or seating area near the main gate.
12. **Spectating children** must be supervised and within arm's length of parents at all times. All paddock fencing is powered and parents need to supervise their children. No running, screaming, climbing fences etc. is allowed. Ponies might spook putting the clients and spectators at risk.
13. **No dogs** are permitted on the grounds.
14. **Payments of lessons/therapy sessions:** Sessions need to be paid for via bank transfer at least 48 hours prior to lesson time or latest on the day of the therapy session/lesson.
15. 10 week Private EAT or lesson programs and 12 week EAT Group programs have to be paid via bank transfer prior to first day of therapy session/lesson. The 10 week

programs are valid for a 12 week duration only.

16. **Queries** regarding therapy sessions or riding lessons, programs and equine assisted learning/therapy please call/leave a voice mail mobile number **04 22 27 96 57** and **send an email to info@ibridingschool.com or info@shinebritequine.com.au** during office hours. **Office is open:** Tuesdays to Fridays between 8 am – 12 pm.
17. **OPENING HOURS** are as follows Tuesday to Friday 8 am to 6 pm and Saturday 8am-2pm.
18. IBRS / SBEHS may take photographs and publish those on SBEHS/IBRS Instagram, website and Facebook page and magazines. By signing this form you agree to the photos being used.
19. I have observed and will respect IBRS /SBEHS stables rules.

Student Name (Print)_____

Student Signature (Or Parent/Guardian Signature, if minor)_____

Date: ____/____/____ (Please Initial) I understand the above agreement and agree to be bound to aforementioned agreement while I am a client at IBRS/SBEHS.

STABLE RULES 2024/2025

- Be considerate to others in the stables and the grounds of International Boutique Riding School and Shine Bright Equine Human Services, 162 Arcadia Road, Arcadia 2159 NSW .
- No DOGS are permitted on the grounds.
- Spectating CHILDREN must be within arm's length of parents at all times. No running, screaming, climbing fences etc. is allowed.
- Smoking and Drinking alcohol is not permitted.
- ONLY riding students/therapy clients are allowed in the stables or within a 5 metre radius of the ponies. Parents and spectators are requested to wait in specified areas (seating area near main gate).
- FEEDING of horses over the paddock fence or while grooming/tacking up off is not allowed.
- CLOSED shoes must be worn by all persons, whether riding or spectating.
- EA standard and current approved riding helmets, closed and heeled boots, breeches/long pants and sleeved tops must be worn at all times whilst riding and handling horses.
- Take EXTRA CARE when dealing with horses, especially mares, as we have a stallion at the premises.
- All GATES have to be kept closed at all times.
- CARS are to be driven at walking pace only. PARKING AREA is provided in front of the property at the end of drive way (westerly direction).
- **OPENING HOURS Tuesday to Friday 8am-6pm and Saturday 8am-2pm.**

Risk Warning and Waiver of Liability

Name of Provider ¹	Shine Bright Equine Human Services & International Boutique Riding School	
	Anne-Katrin Liebe 162 Arcadia Road 2159 Arcadia NSW	Mobile: 04 22 27 96 57 info@shinebrightequine.com.au www.shinebrightequine.com.au info@ibridingschool.com www.ibridingschool.com A.B.N: 43 212 200 529
Address of Provider		

Name of Participant:	
Address: _____	Town _____
State _____ Post Code _____	Date of Birth _____
Phone/Mobile _____	Emergency Contact _____
email address _____	
Member of Equestrian Australia: YES <input type="checkbox"/> NO <input type="checkbox"/> (please tick)	
EA Membership No. _____	
Details of Riding Experience _____	
Own horse provided for lesson? YES <input type="checkbox"/> NO <input type="checkbox"/> (please tick)	

The following pages affect your legal rights and obligations. Please read these carefully and only sign if you fully understand their contents. For Participants under 18 years of age, these documents must be completed by a parent or legal guardian.

Description of Activities²:

Private, Semi-Private and Group Riding lessons, Disciplines dressage, show jumping, eventing, vaulting private and group, Competition and team programs, Open Days riding events, Intern riding school competitions, Riding courses and clinics, School holiday programs and Educational clinics, Trail riding on property, Horse handling courses, Equine assisted Learning private and group, Equine assisted Therapy, Mounted games, Horsejuniorship and Horsehumanship programs, Kids holiday Day camps

¹ Provider includes the officers, employees, agents, contractors, franchisees and assigns of the Provider.

² Activities includes all activities and services ancillary to or associated with the named Activity, both before and after the Activity, including transportation to and from the location of the Activity whether provided by the Provider or not, briefings, inductions, training, and the provision of information in all manuals, safety guidelines and other documentation provided to or made available to the Participant with respect to the Activity, familiarisation with clothing or equipment and methods of operation of equipment and the wearing and removal of any clothing or equipment associated with the Activity. Unless otherwise specified, a reference to an Activity is a reference to a recreational service or a recreational activity as defined in relevant legislation referred to herein.

Risk Warning

I am aware that by my participation in any activities arranged by the Provider, certain risks or dangers may occur which could include:

- Physical, bodily or psychological injury or death.
- Physical exertion to which I am not accustomed.
- Failure of equipment or use of inadequate equipment.
- There may be no or inadequate facilities for treatment or transport to treatment if I am injured.
- The conditions in which the activities are conducted may vary without warning.
- I may cause injury to other persons and/or other persons may cause injury to me.
- I may be injured or die due to the negligence, breach of contract or breach of statutory duty or guarantee of the provider.

I acknowledge that the activities are being undertaken for the purposes of recreation, enjoyment or leisure, and involve a significant degree of risk of physical harm.

I acknowledge that the Activity may be undertaken with one or more other persons as part of a group and that the Provider is not liable for the actions of other participants in the group activity.

By signing below, I acknowledge, agree and understand that the risks associated with the Activities and/or recreational services have been explained to me. I undertake any such risk voluntarily and at my own risk.

I acknowledge that the risk warning above constitutes a “*risk warning*” in accordance with the *Civil Liability Act 2002* (NSW) and the *Civil Liability Act 2002* (WA).

Participant’s Warranties

I agree to abide by any of the Provider’s rules, and any direction or instruction given to me by the Provider during the course of the Activities. I agree to use and/or wear any equipment given to me by the Provider.

I declare that I am medically and physically fit and able to participate in the Activities. I acknowledge that I must, and agree that I will, disclose any pre-existing medical or other condition, injury or concern that may affect the risk that either I or any other person will suffer injury, loss or damage during the course of the Activities and notify the Provider of any injuries, illness or concerns that may arise during the Activity. I will not engage in any reckless, negligent or foolish behaviour or any other behaviour that is likely to cause injury to me, any other participant or person.

I agree that if I suffer any injury or illness, the Provider may provide evacuation, first aid and/or medical treatment at my expense and that my acceptance of these terms and conditions constitutes my consent to such evacuation, first aid and/or medical treatment.

I declare that I have not consumed any alcohol or mind altering substance, or medication that may impact my judgement or physical capacity, before or at the time of engaging in the Activities.

Exclusion of liability

I agree to and unconditionally release, waive, discharge and forever hold harmless, the Provider or any of its employees, agents, directors or officers, from any claims as a result of any personal injury sustained, whether caused by the Provider's negligent act or wilful act or omission, breach of contract, breach of statutory duty, error, or otherwise in connection with or arising out of the Activities.

I agree that the Provider will not be liable for any claims for personal injury that may be brought against it as a result of or in connection with any act, omission, default, failure or error on the part of the Provider, and agree to indemnify and keep indemnified the Provider in respect of any such claims.

Waiver

It is possible for a supplier of recreational services to ask you to agree that the statutory guarantees under the *Australian Consumer Law* (which is schedule 2 to the *Competition and Consumer Act 2010* (Cth)) do not apply to you. If you sign this form, you will be agreeing that your rights (or the rights of a person for whom or on whose behalf you are acquiring the services) to sue the Provider in relation to the Provider's services or the activities that you undertake because the services or activities provided were not in accordance with the guarantees are excluded, restricted or modified as set out below.

For Queensland, New South Wales, Western Australia, Tasmania, Northern Territory and Australian Capital Territory and Commonwealth

By signing this form, you agree that the liability of the Provider in relation to the activities (as defined by the *Competition and Consumer Act 2010* (Cth), the *Consumer Affairs and Fair Trading Act* (NT) and the *Australian Consumer Law*) and recreational activities (as defined by the *Civil Liability Act 2002* (NSW) and the *Civil Liability Act 2002* (WA)) for any:

- (a) Deaths;
- (b) Physical or mental injuries (including the aggravation, acceleration or recurrence of such an injury);
- (c) The contraction, aggravation or acceleration of a disease;
- (d) The coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual:
 - (i) That is or may be harmful or disadvantageous to you or the community; or
 - (ii) That may result in harm or disadvantage to you or community;

That may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) resulting from the supply of the recreational services or recreational activities is excluded.

You acknowledge and agree that the above provision operates to exclude the liability of the Provider as a result of a breach of an express or implied warranty that the recreational services will be rendered with reasonable care and skill in accordance with section 5J of the *Civil Liability Act 2002* (WA) and section 5N of the *Civil Liability Act 2002* (NSW).

For South Australia

Exclusion, restriction or modification of rights under the *Australian Consumer Law* (SA)

Your rights:

Under sections 60 and 61 of the *Australian Consumer Law* (SA), if a person in trade or commerce supplies you with services (including recreational services³), there is—

³ **Recreational services** are services that consist of participation in—

- a sporting activity or similar leisure-time pursuit; or
- any other activity that involves a significant degree of physical exertion or risk and is undertaken for the purposes of recreation, enjoyment or leisure.

- A statutory guarantee that those services will be rendered with due care and skill; and
- A statutory guarantee that those services, and any product resulting from those services, will be reasonably fit for the purpose for which the services are being acquired (as long as that purpose is made known to the supplier); and
- A statutory guarantee that those services, and any product resulting from those services, will be of such a nature, and quality, state or condition, that they might reasonably be expected to achieve the result that the consumer wishes to achieve (as long as that wish is made known to the supplier or a person with whom negotiations have been conducted in relation to the acquisition of the services).

Excluding, restricting or modifying your rights:

Under section 42 of the *Fair Trading Act 1987*, the supplier of recreational services is entitled to ask you to agree to exclude, restrict or modify his or her liability for any personal injury suffered by you or another person for whom or on whose behalf you are acquiring the services (a **third party consumer**).

If you sign this form, you will be agreeing to exclude, restrict or modify the supplier's liability with the result that compensation may not be payable if you or the third party consumer suffer personal injury.⁴

Important

You do not have to agree to exclude, restrict or modify your rights by signing this form. The supplier may refuse to provide you with the services if you do not agree to exclude, restrict or modify your rights by signing this form. Even if you sign this form, you may still have further legal rights against the supplier.

A child under the age of 18 cannot legally agree to exclude, restrict or modify his or her rights. A parent or guardian of a child who acquires recreational services for the child cannot legally agree to exclude, restrict or modify the child's rights.

Agreement to exclude, restrict or modify your rights:

I agree that the liability of [the Provider] for any personal injury that may result from the supply of the recreational services that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) is excluded.

Further information: Further information about your rights can be found at www.ocba.sa.gov.au

For Victoria

Warning under the Australian Consumer Law And Fair Trading Act 2012 (Vic)

Under the *Australian Consumer Law (Victoria)*, several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you—

- Are rendered with due care and skill; and
- Are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- Might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the *Australian Consumer Law and Fair Trading Act 2012*, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the *Australian Consumer Law and Fair Trading Act 2012* if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. **Gross negligence**, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation

⁴ Personal injury is bodily injury and includes mental and nervous shock and death.

Agreement to exclude, restrict or modify your rights:

I agree that the liability of the Provider for any personal injury that may result from the supply of the recreational services that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) is excluded.

Declaration and Signature

I have read carefully and understand this risk warning and waiver of liability and sign it freely and voluntarily without inducement of any kind.

Signature of Participant: _____ Date: _____

Signature of Witness _____ Date: _____

For Participants under age 18

This is to certify that I, as a parent/guardian with legal responsibility for the Participant, acknowledge, understand and accept all of the above and consent to his/her release as provided above. I release and agree to indemnify and hold harmless the Provider from any and all liabilities arising from my minor child's involvement or participation in the Activities and/or recreational services, even if arising from the negligence of the Provider.

Signature of Legal Guardian: _____ Date: _____

Name (Print): _____

Signature of Witness _____ Date: _____

Confidential Riding Application and Medical History Form



Riders name:

Over 18
(Check Box)

Contact Numbers:

Age:
(if under 18)

I am applying to ride with

I agree to the following: I will only ride the horse in a safe and controlled manner

I will wear an Australian Standard Approved helmet and the correct footwear at all times

I will read and follow all signs on the property and follow all instructions

The Instructor/Guide may cancel my ride without refunding any fee if I do not comply with any of these terms and conditions

Riding experience The number of times the rider has ridden in the last 12 months

Indicate below the number of times the rider has ridden in total

<input type="checkbox"/> 0 - 10	<input type="checkbox"/> 10 - 20	<input type="checkbox"/> 20 - 50	<input type="checkbox"/> 50 - 100	<input type="checkbox"/> 100 +
Little experience	Some experience	Average experience	Experienced	Very experienced

In the case of any emergency the following information is intended to assist:

Name and telephone numbers of contact people. ** Legal guardian details must be provided if rider is under 18 years of age

Emergency contact name	Relationship with rider	Mobile	Home	Work

Are there any learning difficulties that need to be discussed, so the Instructors/Guides are able to accommodate accordingly?

Please describe:

Do you (or your child) suffer from any of the following? NO (Please tick if applicable)

Please tick: Any pre-existing medical or other condition that may affect or risk other persons or myself.

<input type="checkbox"/> Asthma	<input type="checkbox"/> Diabetes	<input type="checkbox"/> Epilepsy / Fits	<input type="checkbox"/> Fainting	<input type="checkbox"/> Blackouts	<input type="checkbox"/> Disability	<input type="checkbox"/> Back injury
<input type="checkbox"/> Heart Condition	<input type="checkbox"/> Blood Condition	<input type="checkbox"/> Pregnancy	<input type="checkbox"/> Dizziness	<input type="checkbox"/> Migraines	<input type="checkbox"/> Uneven Pupils	<input type="checkbox"/> Medications
<input type="checkbox"/> Allergic Reactions	<input type="checkbox"/> Recent injury					

Allergies

Please describe allergy and reaction

Tetanus Immunisation

It is particularly important that people dealing with horses are immunised against tetanus. Tetanus is normally given at five years of age as Triple antigen or CDT and at fifteen years of age as ADT. Year of last tetanus immunisation

Medication

Is it necessary for you or your child to carry their own medication at all times?

Name of drug: Frequency: Dosage:

Consent To Medical Attention

I authorise the instructor in charge to administer first aid and call an ambulance. I agree to bear any cost thereby incurred.

Signature of Rider

Signature of Legal Guardian (if participant is U/18)

Date:

Privacy Statement – Privacy Act 1998

By completing this form you are supplying the Provider with personal information about yourself. This information is needed to ensure your safety during your time with us. The Provider is required to collect this information by our insurance company and by the department of Workplace Health and Safety. This information you provide will not be supplied to any other organisation or used for any other purpose than that which is stated above