

TALLANGATTA HIGH COUNTRY RAIL TRAIL HORSE RIDE INC.

FORM – PARENTAL CONSENT AND INDEMNITY

NAME OF PARTICIPANT: _____

NAME OF ORGANISATION: _____

DATES OF PARTICIPATION: FROM: ___ TO: _____

This document is a deed poll in favour of the Tallangatta High Country Rail Trail Horse Ride Inc (**Supplier**) and their officers, employees, representatives, agents, contractors and volunteers (**Personnel**).

I, the undersigned, am aged over 18 years of age and am a parent or legal guardian of the above named participant (**Participant**).

I consent to the Participant attending Tallangatta Agricultural & Pastoral Society related events (the **Events**) for the activities described below, including participating in the Events and activities offered by Tallangatta Agricultural & Pastoral Society and the Supplier or otherwise in connection with it (**Activities**).

I acknowledge and agree:

- That the Participant and I have read and understood Tallangatta High Country Rail Trail Horse Ride Includes and any other rules applying to the Activities;
- That the nature of the Activities may include horse trail riding and all Tallangatta High Country Rail Trail Horse Ride Inc related Events including social functions and camps, and that risks may arise during these and other Activities, including the risk of Personal Injury (as defined below);
- That Tallangatta High Country Rail Trail Horse Ride Inc the Supplier and their Personnel would be unable to feasibly operate the Events if they were liable for such risks; and
- That the Participant attends the Events and participates in all Activities at my own risk.

- I indemnify Tallangatta High Country Rail Trail Horse Ride Inc, the Supplier and each of their Personnel against any and all losses, costs, damages, expenses and liabilities (including legal costs on a full indemnity basis) sustained or incurred by Tallangatta High Country Rail Trail Horse Ride Inc, the Supplier or any of their Personnel in connection with:
 - Any claim, action, demand or proceedings (whether based in contract, tort (including negligence) or otherwise) by any person in relation to any Personal Injury occasioned by the Participant at, or as a result of, the Events, or in the course of, or as a result of, any Activities;
 - Any failure of the Participant to follow any rules of Tallangatta High Country Rail Trail Horse Ride Inc. any directions given by the Supplier or its Personnel; or
 - Any act or omission of the Participant at the Events or in the course of any Activities which causes or contributes to Personal Injury to any person.

- In this deed poll, a reference to **Personal Injury** includes: death; physical or mental injury (including the aggravation, acceleration or recurrence of such an injury); the contraction, aggravation or acceleration of a disease; 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:
 - That is or may be harmful or disadvantageous to the person who suffers it or the community, or
 - That may result in harm or disadvantage to the person who suffers it or the community.

I agree that in the event of the Participant being involved in an accident, becoming ill, or otherwise requiring medical treatment or care, the Supplier or its Personnel may, in their absolute discretion, obtain medical treatment for the Participant and that I must pay all expenses incurred in obtaining such medical treatment or care.

Signed, sealed and delivered as a deed poll by the parent or guardian of Participant who is under 18 years:

Signature:..... Date:

Name (print): Telephone:

Address:
