

INDIGO
HEALING WITH HORSES, HOUNDS & HEART
EQUINE THERAPY AGREEMENT AND LIABILITY RELEASE FORM

EQUINE THERAPY SERVICE PROVIDER IS Julie Wilson Psychologist

LOCATION OR ADDRESS: Hillview Agistment Park 1140 Wellington Road Rowville.

PLEASE READ CAREFULLY BEFORE SIGNING

SERIOUS INJURY MAY RESULT FROM YOUR PARTICIPATION IN THIS ACTIVITY. JULIE WILSON DOES NOT GUARANTEE YOUR SAFETY. IT IS HEREBY AGREED TO AS FOLLOWS THAT:

A. REGISTRATION OF PARTICIPANTS, AND AGREEMENT PURPOSE I, the following individual hereinafter known as the PARTICIPANT, and the parents or legal guardians thereof if a minor, do hereby voluntarily request and agree to participate in EQUINE THERAPY on premises Hillview Agistment Park today and on all future dates:

PARTICIPANT NAME & AGE (if under 21): _____

B. AGREEMENT SCOPE AND TERRITORY AND DEFINITIONS – This agreement shall be legally binding upon me the registered PARTICIPANT, and the parents or legal guardians thereof if a minor, my heirs, estate, assigns, including all minor children, and personal representatives; and it shall be interpreted according to the laws of Victoria Australia. Any disputes by the PARTICIPANT shall be litigated in and venue shall be Victoria Australia.

The term "HORSE" herein shall refer to all equine species. The term "EQUINE THERAPY" or herein shall refer to handling of horses OR ponies from the ground. The term "PARTICIPANT" shall herein refer to a person who handles or comes near a horse from the ground.

The terms "I", "me", "my" shall herein refer to the above PARTICIPANT and the parents or legal guardians thereof if a minor.

C. ACTIVITY RISK CLASSIFICATION – Working with horses is classified as a high risk activity and that there are numerous obvious and non-obvious inherent risks always present in such activity despite all safety precautions. Related injuries can be severe, requiring more hospital days and resulting in more lasting residual effects than injuries in other activities.

D. NATURE OF WORKING WITH HORSES – No horse is a completely safe horse. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. Working with Horses is an activity where a much smaller, weaker predator animal (human) tries to impose its will on, and become on unit of movement with, another much larger, stronger prey animal with a mind of its own (horse) and each has a limited understanding of the other. If a horse is frightened or provoked it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: stopping short, changing directions or speed at will; shifting its weight; bucking; rearing; kicking; biting; or running from danger.

E. PARTICIPANT RESPONSIBILITY – Julie Wilson Psychologist is in primary control of the horse. The PARTICIPANT'S safety largely depends upon his/her ability to carry out simple instructions, and shall be responsible for his/her own safety.

F. CONDUCT – Julie Wilson Psychologist reserves the right to refuse service or alert appropriate authorities due harmful conduct that includes aggression, violence, threat to person/horse, swearing, life risking behaviours

G. CONDITIONS OF NATURE – Julie Wilson Psychologist is NOT responsible for total or partial acts, occurrences, or elements of nature that can scare a horse, cause it to fall, or react in some other unsafe way.

SOME EXAMPLES ARE: thunder, lightning, rain, wind, wild and domestic animals, insects, reptiles, which may walk, run, fly near, bite and/or sting a horse or person; and irregular footing on out-of-door groomed or wild land which is subject to constant change in condition according to weather, temperature, and natural and man-made changes in landscape.

H. INSPECTION OF PREMISES – PARTICIPANT has inspected Hillview Agistment Park facilities and trails and is satisfied that all premises conditions are reasonably safe for PARTICIPANT’S intended purpose, usage and presence upon the Hillview Agistment Park premises.

I. ACCESS - PARTICIPANTS are permitted limited access to the horses, ponies and premises on the date and at the time of their appointed Equine Therapy Service. While on the property, the PARTICIPANT will be in the direct company of Julie Wilson Psychologist for the duration of their Equine Therapy session. All VISITORS shall remain in their car in the carpark for the duration of the Equine Therapy Session. Access at any other time is not permitted and will result in the police being alerted.

J. ACCIDENT/MEDICAL AND PERSONAL LIABILITY INSURANCE – Should medical treatment be required, I and/or my own accident/ medical insurance company shall pay for all such incurred expenses. My accident/ medical insurance company is _____ and my policy number is _____. Should my actions or that of my horse cause injury or damage of any kind, I and/or my own personal liability shall pay for such damages. My personal liability insurance company is _____ and my policy number is _____.

K. PROTECTIVE HEADGEAR WARNING – I have been fully warned and advised by JULIE WILSON that the PARTICIPANT should purchase and wear protective headgear (riding helmet), and that the wearing of such headgear while being around horses, may prevent or reduce severity of some head injuries and even prevent death from happening as the result of a fall or other occurrence. Minors 16 and under are required to wear protective headgear.

L. LIABILITY RELEASE – In consideration of Julie Wilson Psychologist allowing my participation in this activity, under the terms set forth herein, I, the PARTICIPANT, and the parent or guardian thereof if a minor, do agree to hold harmless and release Julie Wilson Psychologist, agents, employees, officers, members, premises owners, insurers, and affiliated organizations from legal liability due to ordinary negligence; and I do further agree that except in the event of gross negligence and willful and wanton misconduct, I shall not bring any claims, demand, legal actions and causes of action, against Julie Wilson Psychologist and/or its associates, for any economic and non-economic losses due to bodily injury, death, property damage, sustained by me and/or my minor child or legal ward in relation to the premises and the provision of services by Julie Wilson Psychologist, to include while riding, handling, or otherwise being near horses owned by or in the care, custody and control of Julie Wilson Psychologist.

All PARTICIPANTS and Parents or Legal Guardians must sign below after reading this entire document:

SIGNER STATEMENT OF AWARENESS

I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK. I/WE FURTHER ATTEST THAT ALL FACTS RELATING TO THE APPLICANT ARE TRUE AND ACCURATE.

_____ DATE _____ SIGNATURE _____
OF PARTICIPANT (Parent must sign for rider 17 & under.)

_____ for (SIGNATURE OF PARENT, or GUARDIAN) DATE _____

Address in full: _____

Home Phone #: _____ Bus. Phone #: _____