

## HEALTH & SAFETY WAIVER

To: Donna Susan Smith, Donna Smith Eventing 2014 Limited, The Taniwha Trust and the GW & DS Smith Partnership (together with their agents, assigns and successors) as applicable ("the Indemnified Parties"):

1. I acknowledge that horse riding and being on a farm in general can be dangerous and result in personal injury or even death, and in particular:
  - a.) Horses can act in an unpredictable or changeable way especially if frightened or hurt;
  - b.) Riding gear can break and fail;
  - c.) Ground can be rough and uneven, especially after wet weather; and
  - d.) Horses can throw riders or brush riders up against objects or trees.
  
2. I also acknowledge that the property at 439 Taniwha Road, RD 1, Te Kauwhata ("the Land") contains or may contain the following potential hazards:
  - a.) Plant and Machinery;
  - b.) Open drains;
  - c.) Bridges;
  - d.) Water hazards,
  - e.) Uneven ground;
  - f.) Horses;
  - g.) Livestock;
  - h.) Electric fences; and
  - i.) Haybales.
  
3. It is acknowledged that the items referred to in points 1 and 2 above are non-exhaustive and that I must exercise care, common sense and due diligence in my use of horses, the Land, and all related property and motorbikes (if any).
  
4. I acknowledge that I have entered the Land at my own risk.
  
5. I must use safety equipment while remaining on the Land, including (but not limited to) a helmet, suitable clothing, and suitable footwear while riding horses or motor bikes or entering onto the Land.
  
6. I agree to follow any directions and safety policies given to me by any of the Indemnified Parties.
  
7. If my visit includes jumping or crossing any watercourse then I must check the safety of each jump or watercourse before I jump it.
  
8. I waive any right to claim damages against the Indemnified Parties in the event I and/or the minor I am responsible for (mentioned below) suffer loss or damage of their possessions, personal injury, or death to the maximum extent permissible by law.
  
9. I agree to pay due regard to the safety of other people, livestock or plant and equipment on the Land.
  
10. I agree that I will not:
  - a.) Take onto the Land, use, or be under the influence of any illegal drug(s);
  - b.) Be under the influence of alcohol when riding horses or motorbikes or operating any machinery; and
  - c.) Enter into any enclosed paddock unless requested, directed or supervised to do so by the Indemnified Parties.

11. I agree to indemnify the Indemnified Parties against all claims made by any other person against them in respect of any injury, loss or damage arising out of or in connection with riding or being a guest on the Land.
12. I am aware that personal injury by accident cover is provided by the Accident Compensation Corporation of New Zealand pursuant to the Injury Prevention, Rehabilitation, and Compensation Act 2001 in certain circumstances.

Name of guest intending to use the Land: \_\_\_\_\_

Name of Guardian (if guest or rider is under 18 years): \_\_\_\_\_

If Riding on the Land: (Cross out if not applicable)

1. I take full responsibility for providing my own horse and equipment.
2. I am responsible for the correct fitting and safety of my equipment.
3. Either:
  - a.) I am in good health; or
  - b.) I have the following physical disability(ies) and/or chronic illness(es) or conditions:  
\_\_\_\_\_  
\_\_\_\_\_
4. My riding experience is (circle the most appropriate):  
Very experienced / experienced / less than 20 hours experience / never ridden

Rider Details:

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Mobile: \_\_\_\_\_

Email Address: \_\_\_\_\_

Next of Kin contact details in case of an accident:

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Mobile: \_\_\_\_\_

**Effect of this Document**

I acknowledge that I have read and fully understand the meaning of this document.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Rider

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Guardian