



assumption of risk form

K Diamond Consulting Pty Ltd ABN 96 135 966 488 trading as GUNNAMATTA TRAIL RIDES

PLEASE READ & COMPLETE ALL DETAILS ON THIS FORM & THEN SIGN AT THE BOTTOM OF THE PAGE.

WARNINGS UNDER THE VICTORIAN FAIR TRADING ACT 1999 AND THE AUSTRALIAN CONSUMER LAW (COMMONWEALTH)

Under the Australian Consumer Law (Victoria) and under the Australian Consumer Law (Commonwealth), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that Gunnamatta Trail Rides (Supplier) is required to ensure that the recreational services it supplies to you are rendered with due care and skill; 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 32N of the Fair Trading Act 1999 and under the Australian Consumer Law (Commonwealth), the Supplier is entitled to ask you to agree that these statutory guarantees do not apply to you.

Exclusion, Restriction or Modification of Rights under the Australian Consumer Law (Victoria) & the Australian Consumer Law (Commonwealth).

If you sign this form, you will be agreeing that your rights to sue the Supplier because services provided were not in accordance with the guarantees are excluded, restricted or modified as set out below.

By signing below, I agree that the liability of Gunnamatta Trail Rides for any death; physical or mental injury (as defined in the Fair Trading Act 1999 and 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 me or the community,
- that may result in harm or disadvantage to me or the community,
- that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) resulting from the supply of recreational services is excluded.

YOUR NAME: MOBILE:

EMAIL:

Please tick here if you do not wish to receive promotional information from Gunnamatta Trail Rides

AUSTRALIAN ADDRESS: STATE: POSTCODE:

YOUR COUNTRY (if not Australia) :

EMERGENCY CONTACT NAME: PHONE:

1. Date of birth: / /

2. Your weight range: under 70kg 70 - 90kg 90 - 100kg 100kg+
For the riders safety and the welfare of our horses we have a maximum weight capacity of 95kgs. Height to weight ratio is considered as is riding experience, we reserve the right to weigh any intending rider.

3. How many times you have ridden a horse in the past 12 months: 0 1-5 5-10 10+

4. How many times you have ridden a horse in total: 0 - 10 10 - 50 50+

5. Do you suffer from any of the following medical conditions that may effect the risk to you or any other person that may result in loss, damage or injury? YES NO
Including but not limited to Asthma, Diabetes, Epilepsy/Fits, Fainting, Disability, Back Injury, Heart Condition, Recent Injury, Allergic Reactions, Medications or Other
If yes please circle the condition and give details to our receptionist.

I HAVE READ AND UNDERSTAND THIS ASSUMPTION OF RISK FORM

SIGN HERE >>> YOUR SIGNATURE DATE: / /

How did you find out about Gunnamatta Trail Rides?

- Our Website Email Campaign Facebook Page Internet Search Add / brochure Word of mouth
 Booking Agency Visitor Centre Local businesses School Staff member Yellow Pages

PRIVACY STATEMENT - PRIVACY ACT 1988 By completing this form you are supplying Gunnamatta Trail Rides with personal information that is needed to ensure your safety during your time with us. We are required to collect this information by our insurance company and by the department of Workplace Health and Safety. The information you provide will not be supplied to any other organization or used for any purpose other than which is stated above.