

MHA.

MONTANA HORSE ARENA

Terms & Conditions, Cancellation Policy & Liability Disclaimer

Please ensure that this document has been fully read and understood before signing.

TERMS & CONDITIONS

- You must wear a certified, licensed helmet at all times whilst riding on the property
- Correct footwear must be worn on the property at all times i.e., closed in shoes
- Any breakages of arena equipment must be paid for (\$25 per pole)
- Please leave the arena as you found it – please respect this policy
- Every rider must clear all horse faeces from the arena and yards, car park area and paddocks. You will be provided with a wheelbarrow, muck out tools and a muck pile
- Rates are based on an hourly basis with a degree of flexibility – please do not abuse this policy
- Maintain safe practices at all times
- All peoples accept that they enter the property at their own risk, proprietor denies all liability
- Courteous behaviour towards other users is expected at all times
- The proprietor reserves the right to ask riders to leave if unsafe or dangerous practices are observed
- No dogs allowed on the property at any time
- Every rider/user must sign a liability disclaimer at time of hireage

CANCELLATION POLICY

1. For cancellations made prior to 24 hours of the booking time, no cancellation fee will apply
2. For cancellations made within 24 hours of the booking time, then full cost of arena booking hire shall apply

PLEASE NOTE: *If you do not agree with the cancellation policy, then you will be denied hireage of the arena*

I agree to the Montana Horse Arena Ltd cancellation policy and Terms & Conditions

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LIABILITY DISCLAIMER

I, _____ (name of hirer), ("Hirer") agree with Sue Frankum (trading as "Montana Horse Arena Ltd") to use the horse arena facilities ("Facilities") of the Montana Horse Arena on the following terms and conditions set out below:

- I, acknowledge that horseback riding and equestrian sports can be extremely dangerous. Horses, irrespective of their previous behaviour or characteristics, may act or react unpredictably based upon instinct, fright, or lack of proper control by the rider. I/we understand that the following describes some, but not all, of the risk, dangers or conditions inherent in horseback riding and equestrian sports:
 - *the propensity of a horse to behave in ways that may result in injury, harm, or death to persons on or around them;*
 - *the unpredictability of a horse's reaction to sounds, sudden movement, and unfamiliar objects, persons, other animals, or other things;*
 - *certain hazards such as surface and subsurface conditions;*
 - *collisions with other horses or objects including the ground, fences, gates, trees, or other obstacles;*
 - *a falling horse landing on its rider;*
 - *being stepped on, kicked, trampled or bitten by a horse;*
 - *becoming entangled in the stirrups, reins, or other gear;*
 - *the potential of a fellow rider to act in a negligent manner that may contribute to an injury to the Hirer*
- I acknowledge the possibility that I may have an accident while using the Facilities that could injure me. I specifically assume full responsibility for such a possibility
- I covenant that I am competent to ride horses in the Facilities and I assume full and total responsibility for such a possibility
- I agree that I shall not hold Montana Horse Arena Ltd responsible for any injury suffered by the Hirer as result of the use of the Facilities.
- I agree that we shall not hold Montana Horse Arena Ltd responsible for any loss, damage, costs or compensation (either direct or indirect) which may be suffered by the Hirer in relation to the use of the Facilities
- I agree to indemnify Montana Horse Arena Ltd against any cost, expense, loss or other liability which Montana Horse Arena Ltd suffers or incurs in relation to the use of the Facilities by the Hirer
- I agree to inform Montana Horse Arena Ltd of any damage to the Facilities immediately upon becoming aware of such damage

Signed by Hirer

Date
