

# QSEC RIDER - Conditions of Use/Rider Waiver

## Postal Address

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## Queensland State Equestrian Centre

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ABN: 92 967 232 136

## Conditions of Use:

1. The conditions contained in this document are valid for a period of 12 months, with that 12-month period commencing on the day you sign this document.
2. You acknowledge that horse riding is a dangerous activity and that horses can act in a sudden and unpredictable way, especially if frightened or hurt.
3. You acknowledge that serious injury or death may result from horse riding activities.
4. You acknowledge no alcohol or illicit drugs are to be consumed by any person during, and for a period of 24 hours before riding or handling any horse on QSEC premises.
5. You and any person in your care or control will follow any rules, regulations and signage as set out by QSEC.
6. You and any person in your care or control will follow all reasonable and lawful instructions from staff at QSEC.
7. You will disclose, prior to riding or handling any horse on QSEC premises, any pre-existing medical condition, including any medications, that may affect the safety of you or any other person riding a horse.
8. You and any person in your care or control will wear the necessary safety equipment whilst riding a horse.
9. If you or any person in your care or control suffers any injury or illness, you agree that the Event Organiser and/or QSEC management and staff may provide evacuation, first aid and medical treatment at your own expense, and your acceptance of these terms and conditions constitutes your consent to such evacuation, first aid and/or medical treatment.
10. Any misconduct or refusal by you or any person in your care or control to follow any reasonable and lawful direction from staff at QSEC will result in your immediate removal from the premises.
11. To the extent permitted by law you release, waive and discharge QSEC, City of Moreton Bay and its staff and volunteers from any and all loss or damage, and any claims or demands (whether based in contract, tort (including negligence) or otherwise) arising from or in any way connected with your use of QSEC facilities or premises and any horse riding activity, including any injury to you or a person in your care or control or your own death or the death of a person in your care or control.
12. You indemnify QSEC, City of Moreton Bay and its staff and volunteers (**the Indemnified Parties**) against any and all claims, actions, demands, proceedings (whether based in contract, tort (including negligence) or otherwise), losses, costs and expenses which may be made or brought against or suffered or incurred by the Indemnified Parties (**Losses**) (including any Losses arising from damage suffered by a person (including a child) in your care or control) arising from or in any way connected with your use of QSEC facilities and premises and any horse riding activity.
13. You fully acknowledge that a purpose of these conditions of use is to exclude to the maximum extent permitted by law all liability of Council for loss, death or injury caused or contributed by any horse riding activity. You agree that these terms and conditions must be interpreted to achieve that purpose, and in any dispute, must be interpreted against you in favour of QSEC and City of Moreton Bay.

I fully acknowledge that I have had sufficient opportunity to read and understand these conditions of use, understand I have given up substantial rights by signing it and sign it freely and voluntarily without inducement of any kind.

Rider name (*guardian if under 18*):

Rider signature:

Date:

### **Privacy statement**

City of Moreton Bay and QSEC are collecting your personal information for the purpose of processing your application for a venue booking at QSEC. Council will use your personal information to update Council's customer information records and to contact you about other functions and services of Council.