



PATCHWORK PARK 2022 UPDATED VERSION **EQUESTRIAN CENTRE**

LIABILITY RELEASE FORM (CONSIGNMENT)

This is the official document between The Client and Patchwork Park Equestrian Centre Management, to be read and signed by both parties prior to any outside clients bringing their horse onto Patchwork Park premise for the purpose of CONSIGNMENT.

PLEASE ENSURE YOU READ THIS FORM CAREFULLY.

I, _____, individually and/or as the parent and natural or legal guardian of _____, (hereinafter "The Client") **HEREBY ACKNOWLEDGE AND AGREE TO THE FOLLOWING:**

1. PURPOSE OF STAY

a. My horse has been brought to Patchwork Park for the purpose of SALE ON CONSIGNMENT.

b. The objective is to achieve a sale as soon as possible, but with consideration of the most suitable home for the horse.

i. The final decision of the new home for the horse is to be decided by me, though Patchwork Park will guide my decision based on the homes available.

ii. I am responsible for any potential issues arising with the new home post sale.

iii. I retain 100% ownership of this horse. This is not a contract of sale, but a contract of Sale on Consignment,

iii. I give permission for staff members representing Patchwork Park to handle and ride my horse to aid in its sale.

2. SALE TERMS AND CONDITIONS

a. Every horse must begin on an Option A (Week-to-Week) contract for the duration of 2 weeks, to ensure the horse is sound, willing and saleable for Patchwork Park. Cost is:

**\$370.00 per week, 5 sessions.
(Price includes Agistment)**

i. My horse may be rejected in the first 2 weeks if it is determined to be unsaleable for any reason.

ii. If my horse is rejected, I must collect it as soon as possible to

avoid additional fees

iii. If I choose to withdraw my horse or Patchwork Park terminates my contract partway through a prepaid week, I will incur the following costs:

\$70.00 Per session of training already conducted (for that week).

\$15.00 Per day Agistment, including day of arrival / departure

\$15.00 Withdrawal Fee

Any remaining credit will be refunded via bank transfer or cash

If the weekly amount exceeds the capped package amount per week, no refund will be issued but no additional expenses will be incurred.

d. My spot in the training queue will not be secured until I have prepaid my first week of stay in full.

e. If I pay for my first week in full, then decide to withdraw prior to the horse arriving, my money will be refunded in full, minus a \$40 booking fee.

i. I may decide to postpone my training session to a later date rather than receive a refund, however wait times may occur depending on how many other horses are booked and paid for.

ii. I may decide to transfer my credit to another horse on training rather than receive a refund.

f. If I decide to withdraw my horse, or my horse is rejected from the program after arrival, I will be required to pay the total number of full weeks under "BOOTCAMP" cost (2022 pricing \$370.00 per week, full package, or \$220.00 per week, part package.)

i. Patchwork Park will offer advice and price suggestions should my horse fail to sell, rather than allow a large bill to become possible prior to withdrawal (ie, suggest lowering of price, transferral to an Option B Part Week Package, etc)

Patchwork Park agrees to pay for basic living husbandry (feed and agistment costs) while the horse is on consignment.

g. Patchwork Park will not pay for teeth, worming, shoes / trims, vaccinations etc. while on consignment.

i. If my horse is a poor doer and additional feed (grains, premium hay, etc) is necessary, costs for this will paid for by me.

h. Patchwork Park will not fund exotic or non-essential expenses (chiropractor, masseuse, vitamin supplements, horse treats etc)

i. BYO FEED, RUGS and BRIDLE (These will be returned when the horse sells, unless the owner has indicated this equipment to be sold with horse)

3. PAYMENT FOR SERVICE

a. I am entitled to a set sum from the sale of this horse, discussed on Page 7.

b. I permit Patchwork Park to sell my horse for any amount in excess of this amount.

c. I will not receive payment for this horse until it has been sold.

4. AGISTMENT TERMS

- a. I have inspected my paddock and I am happy with the condition of fences, shelter, water source, etc.
- b. My horse will be in an individual paddock unless I have given permission for it to share.

5. RISK OF DAMAGE

- a. I acknowledge that there is a risk of **INJURY OR DEATH** to my horse while on agistment or training, as horses are at times unpredictable or self-destructive. Patchwork Park will endeavour to keep my horse safe, however should unpreventable damages occur, resulting in the death or serious injury to my horse, I relinquish all rights to prosecution to Patchwork Park.
- b. If my horse is killed or becomes permanently unsound while on premise:
 - i. I am at financial losses for loss of asset.
 - ii. Patchwork Park is at financial losses for unpaid training, feed, husbandry etc.
 - iii. Neither party will hold the other at fault for such an event.
 - iv. I may elect to insure my horse to protect myself from financial losses.
- c. If my horse is injured, sick or requires veterinary attention while on consignment, these costs are to be paid for by me.

6. HANDLING OF OTHER HORSES / WANDERING

When visiting my horse, I agree to the following:

- a. I will not handle any horse other than my own without approval from the owner.
- b. I will not enter paddocks, stables or yards with horses other than my own (or my shared paddock), even if the horse is in trouble. If a horse requires assistance I will notify Patchwork Park Staff immediately.
- c. **I WILL NOT WANDER / EXPLORE THIS FACILITY** for any purpose other than tending to or visiting my horse. This is a private facility and Patchwork Park has a duty of care for all agisted horses.
- d. I will not enter sheds or private residences unless given permission to do so.

7. SOBRIETY OF ALCOHOL, SMOKING OR ILLICIT DRUGS

- a. I will not arrive on the facility **UNLESS** I am completely sober of alcohol and free from any drugs that may hinder my ability to make decisions or remain safe.
- b. Patchwork Park premise is a **SMOKE FREE ZONE**. I will not smoke for the duration of my visit.

8. HORSE VICES

- a. I have been honest in declaring any vices to Patchwork Park that may cause damage to equipment. Such vices include excessive fence walking,

weaving, windsucking, cribbing, etc.

b. If my horse causes accelerated damage to property due to this, I may be required to fund repairs.

c. I have been honest in declaring any challenging behavioural issues my horse has that may place staff at risk when riding / tending to basic agreed husbandry requirements (i.e., biting, kicking, striking, running off halfway through rugging, headshy, etc.).

9. IN THE EVENT OF AN EMERGENCY

a. If my horse sustains a non-life threatening injury while on premise, Management will attempt to contact me before a vet is called.

b. If I cannot be contacted, Patchwork Park will wait for my response prior to a vet being called. Immediate First Aid (hosing of injury, bandaging etc.) may be applied on my behalf if necessary and I consent to this.

c. If my horse sustains a life threatening injury / illness, Patchwork Park will call a vet ASAP and then attempts will be made to contact me immediately afterwards. Patchwork Park will pick a vet based on distance and availability.

10. FIRE PLAN / NATURAL DISASTER PLAN

a. In the event of fire, Management will make assessments to best protect the property and the horses.

b. Management may choose to move my horse into a heavily populated paddock if necessary to improve survival outcomes.

c. I may elect to remove my horse from the facility if natural disaster threatens my horse.

d. If evacuation is necessary, I give Patchwork Park permission to send my horse on transport to any location away from danger, if I cannot be contacted to confirm first. I will be billed for any associated costs for this.

e. In the event of natural disaster, my horse takes priority over any of my other equipment / possessions, i.e. rugs, saddles etc. and any losses to this equipment are not the responsibility of Patchwork Park.

11. MY BEHAVIOUR

a. I will interact civilly and courteously towards other riders, staff members and management while on site.

b. I will treat any horse on the property with dignity, empathy and respect, and understand that any form of animal cruelty is strictly forbidden.

c. I may be asked to leave the property and/or further action taken if I am warned that my behaviour is unacceptable and I ignore the warning.

12. DOGS

a. I will not bring dogs onto the property without prior arrangement.

b. Dogs with prior arrangement must be well behaved and either safely restrained or on a leash at all times. Many horses have natural urges to chase and kill dogs and Patchwork Park fences are also electrified at head height for a dog.

c. I will not allow my dog to chase the horses.

13. CHILDREN

- a. I will supervise my child / children at all times.
- b. I will not allow my child to handle, feed or enter any paddock, yard or stable of a horse on premise, unless it is with my own horse (Individual Paddock only).
- c. I will not allow my child to wander the facility.
- d. If my horse is in a shared paddock I will not allow my young child (under 13) to enter the paddock. If my child wants to handle my horse I will remove it from the shared paddock first.

14. USE OF CAMERAS

- a. I am permitted to use video and photography devices for the purpose of recording my own horse only. I am not permitted to take photos and videos of horses belonging to others, or training sessions of other riders without their consent.
- b. I may publish footage online of photos obtained on premise for the purpose of encouragement, improvement or positive remarks only. Footage is not to be obtained for the purpose of defamation.

15. STALLIONS

- a. I am permitted to bring a stallion onto the property for the purpose of CONSIGNMENT, provided the following points are adhered to:
 - i. My stallion is well behaved and able to be controlled by Patchwork Park staff.
 - ii I provide Patchwork Park with clear EA Approved green stallion discs on either side of the animal (headstall) for use any time the horse is removed from its paddock.
 - iii. Handlers under 18 are experienced with stallions and are supervised by an adult at all times.
 - iv. I must be diligent with maintaining safe distances with other horses.
 - v. Handlers of mares have right of way.
 - vi. I may provide a stallion chain or rearing bit, but not compulsory if my animal is well tempered and under control.

I have read this contract carefully and agree to its contents.

Signed (The Client) _____ Dated: _____

Signed (Management) _____ Dated: _____

YOUR DETAILS

Name of Client: _____ DOB: _____

Address: _____

Phone number: _____

Emergency Contact: _____

Do you consent to photos of your horse being used on our Facebook Page? YES / NO

HORSE # _____

Horse name: _____

Sex: _____

Age: _____

Height: _____

Breed: _____

Colour: _____

Is the horse broken in? (Please circle) Yes / No

Why have you decided to sell your horse? _____

Does the horse have any previous injuries, or issues? _____

To the best of your knowledge, is this horse sound and healthy? _____

Do you consent to a Pre Purchase Vet Check being organised? YES / NO

When was the last time this horse has been ridden or worked? _____

What is this horse like after time off work? (Buck, spooky, rear etc) _____

Does this horse need to be lunged prior to a ride? YES / NO

Are you confident handling and riding this horse? Explain: _____

What sort of person would suit this horse? (Level of Experience / Confidence) _____

Please circle all that apply: WINDSUCK / FENCE WALK / WEAVE / CRIB / DESTRUCTIVE / SEPARATION ANXIETY / OTHER (Explain) _____

Is this horse safe for our staff to handle? (le, rug, fly mask on etc?) _____

Behaviours: _____

Is this horse hard to catch? YES / NO

Do you want to be present when potential buyers view this horse for purchase?
YES / NO

Do you consent to a buyer viewing this information? YES / NO

Equipment arriving with this horse (rug, bridle etc): _____

Equipment to be sold with this horse: _____

Please state the following sizes:

Gullet: _____

Halter: _____

Bridle and bit: _____

Rug: _____

Is this horse currently rugged? YES / NO

Is this horse currently clipped? YES / NO

(if no, do you consent to your horse being clipped? YES / NO)

What is this horse like to clip?

GOOD / DIFFICULT / SEDATE / UNSURE / NEVER CLIPPED / DO NOT CLIP

Is this horse generally good for the farrier? YES / NO / SEDATE

Is this horse currently wearing shoes? FRONTS ONLY / FULL SET / BAREFOOT

Please indicate current feeding regime:

Is there anything else you want us to know about your horse?: _____

Preferred Sale Amount: _____

Lowest Considered Sale Amount: _____

Bank Details (To send allocated amount upon Point of Sale)

BSB: _____

ACC NO: _____

BANK: _____

****OWNER TO KEEP THIS PAGE****

Point of Contact:

Heather Paix 0438 038 275

Address:

73 Riley's Road, Snake Valley VIC 3351

Bank Details:

HPAIX PATCHWORK PARK

BSB: 923100

ACC NO: 303 352 563

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Email Address:

Me_to_you_too@hotmail.com

Website:

<https://www.patchworkparkequestriancentre.com/>