



# PATCHWORK PARK 2022 UPDATED VERSION EQUESTRIAN CENTRE

## LIABILITY RELEASE FORM (AGISTMENT - RIDDEN)

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 AGISTMENT - RIDDEN.

**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. WEARING OF APPROVED HELMET AND BOOTS

- a. I understand the very real risks associated with horses (whether mounted or unmounted).
- b. I agree to wear a helmet (within date and Australian Standard Approved) and approved riding boots when partaking in any mounted activities on site. Unmounted activities will always be conducted wearing protective, enclosed shoes or boots.
- c. If I want to allow another person to ride my horse, I must ensure the following before mounting:
  - i. They have signed a *Liability Release Form - CASUAL*.
  - ii. They are equipped with properly fitting helmet and boots.
  - iii. Their level of experience is well suited to the training and temperament of the horse.
  - iv. I will be present for the duration of the ride to ensure unsafe situations are avoided.

### 2. RISK OF DAMAGE

- a. I acknowledge that there is always a chance of **DEATH OR SERIOUS INJURY** when working with horses. I understand that horses are living creatures that can act unpredictably, making them at times dangerous or damaging. I accept all responsibility for this risk.
- b. I agree to act sensibly, refraining from interacting with other horses aside from my own (unless granted permission by the owner, even

during an emergency where management must be notified).

c. I will not allow inexperienced persons (accompanying me or others) to be hurt or harmed by my own horse. This includes acting irresponsibly by allowing inexperienced persons to ride or handle unsuitable horses, etc.

d. I will act in a way to avoid damages to any assets or equipment on site. Should damages occur, I understand that there may be additional costs incurred to replace or repair items affected.

f. If my horse is in a shared paddock, I am aware of and accept the following risks:

- i. My horse could get kicked by another horse. Resulting veterinary bills are my responsibility.
- ii. I could get kicked, bitten, trampled or stepped on by another horse while attempting to handle my own horse.
- iii. My rugs, paddock boots or other equipment could get damaged by another horse, trees or fencing.

g. I acknowledge that there is a risk of **INJURY OR DEATH** to my horse while on agistment, 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.

### **3. SAFE PROXIMITY BETWEEN HORSES**

a. **I MUST KEEP MY HORSE AWAY** from other horses (that are not in my shared paddock) at all times. This is to prevent the spread of diseases and also prevent risk of injury to myself or any horse through biting, striking or kicking. A safe distance between horses will be created at all times.

b. I will not allow my horse to sniff other horses over fences.

c. I will not walk my horse within biting or kicking distance of another horse.

d. I have been notified that Patchwork Park is home to many stallions and colts that may become aggressive if safe distances are not maintained.

### **4. HANDLING OF OTHER HORSES / WANDERING**

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** without

supervision for any purpose other than tending to my agisted horse. This is a private facility and Patchwork Park has a duty of care for agisted horses.

d. I will not enter sheds or private residences unless given permission to do so.

## **5. 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.

## **6. PADDOCKING ARRANGEMENTS**

a. I have inspected my paddock and I am happy with the condition of fences, shelter, water source, etc.

b. If I am in a shared paddock I do not need to provide permission for other horses to be added or removed from the paddock.

c. My horse will not be removed from this paddock without my permission unless in an emergency where there is possible risk to my horse.

## **7. 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 tending to basic agreed husbandry requirements (ie, biting, kicking, running off halfway through rugging etc).

## **8. IN THE EVENT OF AN EMERGENCY**

a. If my horse sustains a non-life threatening injury while on agistment, 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, 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.

d. If I am involved in an accident while on premise, Patchwork Park maintains the right to call an ambulance on my behalf if necessary and I consent to this.

- i. If an ambulance is called on my behalf and I do not have ambulance cover, I will be billed for any costs incurred.
- ii. If I am injured in a fall and removed from site, Patchwork Park may take temporary control of my horse and feed / husbandry costs incurred to keep my horse safe will be billed to me.
- iii. Necessary husbandry requirements are at Patchwork Park's discretion and determined by duration of stay.

## **9. 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.
- e. In the event of natural disaster, my horse takes priority over any of my other equipment / possessions, ie rugs, saddles etc and any losses to this equipment are not the responsibility of Patchwork Park.

## **10. OUTSIDE INSTRUCTORS**

- a. I am not permitted to receive tuition from outside instructors on Patchwork Park premise. I may take my horse to clinics / training sessions offsite to receive tuition elsewhere or undergo training on site with Patchwork Park instructors.

## **11. MY BEHAVIOUR**

- a. I will interact civilly and courteously towards other riders, staff members and management. This includes riding in the arenas, using tie bays, etc.
- 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.
- 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. PAYMENT FOR AGISTMENT**

- a. I am expected to pay X2 weeks in advance and 1 week of bond upon arrival. Bond amount is equal to X1 week of Agistment.
- b. My 1 week of bond is always in lieu until I intend to move out, in which my last week is free.
- c. If I choose to move out on short notice while my bond or weekly amount is still in lieu, any credits outstanding will not be reinstated on the proviso of inadequate notice of termination.
- d. I must ensure my Agistment is always paid up to date (2 weeks ahead) and preferably allocated on an automatic bank transfer.
  - i. If no reasonable explanations are made to justify failure of payments, or I cannot be contacted after multiple attempts (after 14 days of non-payment), my horse will be seized under the understanding of “abandonment” and I will forfeit ownership permanently.
  - ii. Patchwork Park has the authority to sell my horse after this time frame or retain ownership to recuperate any outstanding costs incurred over my agistment time frame.
  - iii. Repeated late payments will result in a warning and possible eviction.

### **16. GENERAL MAINTENANCE / FEEDING**

- a. Patchwork Park is not responsible for financing or organising any general husbandry pertaining to my horse (ie, farrier, worming, teeth etc)
- b. As per section 11.b, deliberate failure to maintain my horse's basic husbandry needs will fall under “animal cruelty” which may result in my eviction and authoritative action.
- c. Patchwork Park will organise a supplier of hay for my horse,

however I need to fund my share of this.

i. If my horse is in an individual paddock, my share is 100% of the cost of the bale.

ii. If I am in a share paddock, I will pay an equal percentage of the number of horses in the paddock. (ie, if 3 in the paddock I pay 33.3% of the bale)

iii. I may negotiate bringing my own hay provided it is free from weeds and mould (Individual Paddock only)

d. Patchwork Park has a regular farrier, vet, chiropractor, saddle fitter and dentist available for use, however I may elect to use my own professional of choice.

e. I give permission for persons representing Patchwork Park to attend to my horse's basic husbandry requirements, such as halter and / or move my horse if necessary, rug, feed etc.

## **17. STALLIONS**

a. I am permitted to bring a stallion onto the property for the purpose of agistment, provided the following points are adhered to:

i. My stallion is well behaved and under control at all times.

ii I present clear EA Approved green stallion discs on either side of the animal (headstall, bridle or saddle cloth) any time the horse is removed from its paddock.

iii. Persons under 18 are experienced with stallions and are supervised by an adult.

iv. I must be diligent with maintaining safe distances with other horses.

v. Handlers of mares have right of way.

vi. I may use a stallion chain or rearing bit, but not necessary if the 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: \_\_\_\_\_

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

HORSE # \_\_\_\_\_

Horse Name: \_\_\_\_\_ Sex: \_\_\_\_\_

Breed: \_\_\_\_\_ Age: \_\_\_\_\_ Colour \_\_\_\_\_

Brands (please illustrate):

Vices: \_\_\_\_\_

Please circle all that apply: WINDSUCK / FENCE WALK / WEAVE / CRIB / DESTRUCTIVE

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

Behaviours: \_\_\_\_\_

Is this horse hard to catch? YES / NO

Included Services (Please circle)

Paddock arrangement:

Individual / Shared / Pairs

Daily feeding: YES / NO

DIY / SPELLING / FULL CARE

Rugging: YES / NO

Use of Facilities: Indoor / Outdoor / Hot and Cold Wash

Tack Bay: YES / NO

Quoted price: \_\_\_\_\_ per week

HORSE # \_\_\_\_\_

Horse Name: \_\_\_\_\_ Sex: \_\_\_\_\_

Breed: \_\_\_\_\_ Age: \_\_\_\_\_ Colour \_\_\_\_\_

Brands (please illustrate):

Vices: \_\_\_\_\_

Please circle all that apply: WINDSUCK / FENCE WALK / WEAVE / CRIB / DESTRUCTIVE

Is this horse safe for our staff to handle? (ie, rug, catch, fly mask on etc?) \_\_\_\_\_

Behaviours: \_\_\_\_\_

Is this horse hard to catch? YES / NO

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Paddock arrangement:

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DIY / SPELLING / FULL CARE

Rugging: YES / NO

Use of Facilities: Indoor / Outdoor / Hot and Cold Wash

Tack Bay: YES / NO

Quoted price: \_\_\_\_\_ per week



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

**Point of Contact:**

Susan Paix 0418 601 018

**Address:**

73 Riley's Road, Snake Valley VIC 3351

**Bank Details:**

SKDAY PATCHWORK PARK

BSB: 105-025

ACC NO: 065087040

BANKSA

**Email Address:**

latindancer56@hotmail.com

**Website:**

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