



Telephone: (07) 5543 0527  
Facsimile: (07) 5543 0527

**GEMINI EQUESTRIAN & LIVESTOCK SERVICES PTY LTD**  
**ACN 070 149 290**

Full Name: .....

Address: .....  
.....

Participant: .....

1. In this agreement –

***Equine Activity*** means any activity with or in connection with one or more horses of any breeding, age, temperament, size or condition and includes riding, receiving and giving training, giving or taking instruction, providing or receiving agistment services, participation in a clinic or in the conduct of a clinic, participation in a demonstration, or the conduct of a demonstration, participating in a competition or in the conduct of a competition, assisting in training or instruction, assisting a veterinarian or another person treating, handling or dealing with a horse, transporting, grooming, handling, or preparing for any of those activities, and observing another preparing for or participating in any such activity whether on Que Sera Farm or at another venue where any of these activities take place in association or conjunction with GELS Personnel.

***Gemini*** means all or any of Gemini Equestrian & Livestock Services Pty Ltd ACN 070 149 290.

***Accompanying Person*** means any person brought by me to or accompanying me, whether as my guest or otherwise at Que Sera Farm or another place at which Gemini is participating in Equine Activity.

***Gemini Personnel*** means the directors, secretary, employees, consultants and contractors of Gemini and any person directly or indirectly involved in an Equine Activity at Que Sera Farm or in which Gemini or any of those others may have a direct or indirect involvement.

2. I acknowledge that –

- (a) participating in or carrying on an Equine Activity is dangerous,

- (b) being in the vicinity of an Equine Activity is dangerous,
  - (c) harm may be suffered because of something done or not done by a horse or by a person (including myself or the Participant) in relation to a horse, including a horse with which at the time I or the Participant may not be immediately concerned,
  - (d) harm may be suffered because of a failure by someone, including myself, or the Participant to properly operate, maintain, replace, prepare or care for something including a horse or other animal,
  - (e) horses, even well trained horses, may act in an unexpected way, because of something done or not done by someone (including myself or the Participant), the presence or proximity of a person (including myself or the Participant) or a domesticated or wild animal, the weather, ground conditions, sub-surface conditions or if they are frightened or hurt, but also for another or no apparent reason, and that in doing so they may act without warning, or suddenly or violently, and may kick, rear, run free, attempt to run free, or otherwise act in an uncontrolled way,
  - (f) risks include personal injury or death to me, the Participant and others, injury or death to horses, and other property damage, and
  - (g) the risk of harm would be heightened if I or the Participant were to participate in an Equine Activity whilst affected by alcohol, medication, or unlawful drugs, or if I or the Participant were not in good health and condition, or were suffering a disability, or if I or the Participant were to fail to wear appropriate clothing and properly heeled boots made specifically for horse riding, and protective devices, including an approved and properly fitted and adjusted helmet complying with ASNZS 3838/03, or if I or the Participant were to fail to comply strictly with any direction or instruction.
3. In consideration of Gemini's agreement to permit me and or the Participant to participate in Equine Activity at Que Sera Farm and or of its agreeing to provide me or the Participant with training or other equine related services, I agree that -
- (a) I and the Participant choose to participate in Equine Activity at Que Sera Farm and elsewhere with knowledge and understanding of the risks involved, and I accept that risk.
  - (b) I release and discharge Gemini and the Gemini Personnel from any claim of any kind, including a claim for negligence, arising at any time out of or in connection with this agreement, my presence or the presence of the Participant at any time at Que Sera Farm, or at any other place where there is an Equine Activity in which Gemini or the Gemini Personnel are, have been or may be involved, my or the Participant's participation in any Equine Activity, the provision of equine related services to me, the Participant or any other person, any training or advice given or not given to me, the Participant or any other person, any selection, suggestion or recommendation of any horse for use or acquisition by me, the Participant or anyone else, or any Equine Activity in which they or any of them may have participated or may participate whether it involves me or the

Participant directly or not and notwithstanding the nature or extent of any loss or damage including personal injury, illness, disease, loss of life or damage to or loss of property including any animal.

- (c) I will indemnify Gemini and the Gemini Personnel against any claim of any kind, including a claim for negligence, by or through me or by, through or on behalf of the Participant of an Accompanying Person, arising out of or in connection with my presence or the presence of the Participant or the person at any time at Que Sera Farm or another place where there is an Equine Activity in which Gemini or the Gemini Personnel are participating, have participated or may participate, the participation of me, the Participant or the person in any Equine Activity, the provision of equine related services to me, the Participant or the person or any other person, or any Equine Activity in which I, they or any of them may have participated or may participate whether it involves me, the Participant, the person or any other person directly or not, and notwithstanding the nature or extent of any loss or damage including personal injury, loss of life or damage to or loss of property including any animal.
- (d) I will indemnify Gemini and the Gemini Personnel against any claim of any kind by any person, including a claim for negligence, arising out of or in connection with anything done or omitted to be done by me, the Participant or an Accompanying Person at Que Sera Farm or another place where there is an Equine Activity in which Gemini or Gemini Personnel are participating, have participated or may participate.
- (e) When at Que Sera Farm I will take appropriate care of any property brought onto Que Sera Farm by me, the Participant or an Accompanying Person, and I release and discharge Gemini and the Gemini Personnel from and will indemnify them against any claim by or on behalf of me, the Participant, or an Accompanying Person or anyone else in relation to any loss of or damage to any such property, however it may occur.
- (f) I will not suffer any person who has not entered into an agreement in writing with Gemini providing among other things releases and indemnities to its satisfaction to handle, control, ride or be responsible for any horse owned by me or the Participant or for which I am or the Participant is otherwise wholly or in part responsible.
- (g) The application of s.74 Trade Practices Act to this agreement and any other agreement I may have at any time with Gemini in connection with Equine Activity (unless that other agreement provides expressly to the contrary) is excluded.
- (h) Any liability which Gemini or any of the Gemini Personnel may have to me, the Participant or an Accompanying Person arising out of or in connection with the relationship established, confirmed or varied by this agreement or arising out of or in connection with this agreement, or any other agreement which at any time I may have with Gemini (unless that other agreement expressly excludes this limitation), and whether or not

such liability results from or involves negligence, will not in any event exceed one hundred dollars.

- (i) I and the Participant will not participate in an Equine Activity at Que Sera Farm or in which Gemini is participating, has participated or may participate if I am or the Participant is affected in any way by alcohol, medication or unlawful drugs.
- (j) The Participant and I will wear appropriate equine clothing and properly fitted and adjusted protective gear, including an appropriate helmet complying with ASNZS 3838/3 when participating in Equine Activity and that the saddle of any horse ridden by the Participant or me will have properly adjusted double attachments at girth.
- (k) I will ensure that the Participant and I will at all times properly and fully comply with the substance of every direction or instruction.
- (l) If any provision of this agreement is void or unenforceable that provision will be severed and the rest of the agreement will continue in full force and effect.

**I certify that –**

- (i) **I have read this document thoroughly, and I have had sufficient opportunities to take legal advice in relation to it.**
- (ii) **\*I have taken legal advice in relation to it**  
**or**  
**\* I am satisfied that I understand the document and its legal effect and I have chosen not to take legal advice in relation to it.**
- (iii) **I have not relied on any advice from Gemini or any of the Gemini Personnel in relation to the document or its legal effect.**
- (iv) **I acknowledge that the document has the effect (among others) of altering the incidence of risk in relation to Equine Activities and that by signing it I am giving up or modifying legal rights that I might otherwise have had to sue for damages for personal injury, or death or property loss or damage, and that I am promising to indemnify Gemini and the Gemini Personnel in respect of claims by or on behalf of me, the Participant and others,**
- (v) **I am aware that Gemini and the Gemini Personnel are relying upon this certificate.**

**Dated: 200**

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**(signed)**

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