

# IAN LEIGHTON

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## HORSEMANSHIP

## Terms and Conditions for Participants and Spectators

Please acknowledge that any safety precautions undertaken are a service to you and others but are not a guarantee of safety, and that you attend and participate at your own risk. As a condition of attending an Ian Leighton Horsemanship event, clinic or lesson, you acknowledge that horses can be unpredictable by nature, and you are aware that horse activities can be hazardous and involve a significant degree of risk of physical harm, bodily or psychological injury or death.

By attending an Ian Leighton Horsemanship event, clinic or lesson, you agree to abide by the following.

### Riders/Handlers (“participant”).

1. A Tuition/Clinic waiver must be completed by each participant prior to commencing any activity. All minors must have a parent or guardian sign this acknowledgment and indemnity for them. Please take the time to read this document before completing and signing.
2. Parents/ Guardians or their nominated responsible adult are permitted to assist minor participants in horse preparation, including floating and saddling, and must sign a Tuition/Clinic waiver in their name.
3. Children under the age of 16 are the responsibility of their parents and/or guardian and must be supervised outside of structured clinic or lesson sessions by a parent or guardian. Children not participating in a lesson or clinic must be supervised at all times by their parent or guardian.
4. All participants under 18 years must supply their own current Australian Standard (AS) (ASNZ3838 (2006 onwards) or equivalent approved standard) approved safety helmet and wear this secured at all times when riding in the perimeter of the venue at all times, and during group groundwork sessions.
5. The participant agrees to abide by any venue, venue representative or Ian Leighton Horsemanship’s “no helmet no ride” directive.

All adult participants (18 years and over) are strongly encouraged supply and wear their own AS approved safety helmet Australian Standard (AS) (ASNZ3838 (2006 onwards) or equivalent) secured whilst mounted.

Should the participant elect not to wear an AS approved safety helmet, the Participant acknowledges that they assume and fully understand the safety risks associated with participating in an equine activity and accept all liability and take sole responsible for their own personal safety and injury when participating in the clinic or riding in the perimeter of the venue. It is acknowledged by you that any “no helmet no ride” directive must be followed regardless of your preference.

6. Appropriate footwear and riding attire must be worn by participants at all times during horse activities.
7. While Ian Leighton Horsemanship may also inspect the riding equipment from time to time, the Participant agrees that they will be ultimately responsible for inspecting and regularly checking all of their own equipment including the saddle, and if there are any problems, or the saddle becomes loose, they will rectify their equipment, or will tell Ian Leighton Horsemanship immediately before proceeding or continuing with any activity.
8. Ian Leighton Horsemanship reserves the right to make suggestions necessary to any equipment used to improve the safety and comfort for both horse and rider/handler. Any equipment or tack found to be unsafe or unsuitable for either horse and/or rider will be deemed unfit for use during the clinic/lesson. Assistance where possible will be given to make alternative arrangements.

9. All mounting/dismounting must occur within the designated work area. Horses are to be led unmounted when transiting between the holding areas and work areas.
10. Ian Leighton Horsemanship reserves the right to exclude any horse they deem unsound or unfit for the activities being undertaken from participating in any or all of the clinic/lesson activities.
11. Where a handler/rider is aware of any behavioral issue that may present a safety concern to themselves, the instructor, other horses or participants, the handler must advise the instructor prior to the commencement of their participation in the clinic/lesson. Ian Leighton Horsemanship reserves the right to request a participant to withdraw their horse from the clinic/lesson activity if in our opinion the horse is presenting a safety issue to the handler, instructors, or other participants and horses.
12. Ian Leighton Horsemanship will not tolerate intentional cruelty. We understand that this is a learning environment and unintentional cruelty will be brought to the attention of the handler/rider and directions given remedy the situation.
13. In the event that any participant does not feel comfortable with any activity being undertaken or considered, please advise the instructor immediately for assistance before proceeding.

**General (applicable to both participants and spectators)**

14. The safety directions of Ian Leighton Horsemanship and authorised persons must be followed. Failure to follow safety instructions may result in the participant or spectator being asked to leave the premises/event or the cessation of the lesson, with no refund of fees paid.
15. Spectator's and Participant's dogs are generally not permitted at any clinic venue. Where private lessons are being held on the owner's property, we ask that dogs be secured away from the lesson area.
16. Vehicles and floats are to be parked as directed and are not to restrict property or emergency services access to the facility.
17. Participants and spectators are only to use the facilities as directed. No visiting spectator or participant is permitted to venture outside of the designated horse/clinic/lesson area without the permission of Ian Leighton Horsemanship or an authorised person.
18. Spectators are not permitted in horse working, floating or tie-up areas, or in areas used to transit horses unless directed by Ian Leighton Horsemanship or an authorised person.
19. Any accident or incident must be reported as soon as possible to Ian Leighton Horsemanship.
20. All participants and spectators consent to receiving medical attention, including ambulance transportation, in the event of an incident requiring assessment for first aid treatment and agree that that they will be liable for all incurred expenses.
21. In the event of an accident or incident:
  - a. Spectators must remain outside of the working or incident area, and must remain in the spectator defined areas unless directed elsewhere.
  - b. Participants should dismount calmly (if mounted) and move with their horses away from where the incident/accident has occurred.
  - c. If safe to do so, leave the area/work area and return with your horse to the yard or tie up areas and remain with your horse until directed further.
  - d. In the event of fire/evacuation, all persons are to convene in the identified 'meeting point' and follow the directions of authorised persons.
22. All manure and rubbish must be disposed of by the person responsible in the areas designated prior to departure from the event.

23. As a courtesy to riders, spectators and instructors, mobile phones are to be switched off or on silent during all clinic/lesson activities. This applies to both spectators and participants.
24. Photography and filming are not permitted unless the consent of Ian Leighton Horsemanship is obtained. Where consent is given, all photos, images or film taken by participants or spectators during lessons or clinics must not be published on any public forum or in any publication without the permission of Ian Leighton Horsemanship. Flash photography is not permitted by spectators or participants.
25. Ian Leighton Horsemanship reserves the right to use any photographic, image or film material of any lesson or clinic event in its marketing and promotion. By attending, you agree to Ian Leighton Horsemanship using any photographic, image or film material containing either your horse or your own image in our promotional marketing material. Material containing images of minors will only be published with the consent of parents or guardians.
26. No alcohol or recreational / illicit drug use is permitted during any clinic or training session. Any person who is obviously under the influence of either alcohol or recreational / illicit drugs will be asked to abstain from any participation with no refund of fees paid.
27. Ian Leighton Horsemanship has a complaint handling procedure. Any comment or complaint should be should be directed to the clinician/instructor for discussion. The participant/student or spectator making the comment or complaint will be notified either verbally or in writing of any action undertaken concerning the situation.

### **Exclusion of liability**

You agree to and unconditionally release, waive, discharge and forever hold harmless, Ian Leighton Horsemanship or any of its employees, agents, directors or officers, from any claims as a result of any personal injury sustained, whether caused by the Ian Leighton Horsemanship's negligent act or wilful act or omission, breach of contract, breach of statutory duty, error, or otherwise in connection with or arising out of the Activities.

You agree that the Ian Leighton Horsemanship will not be liable for any claims for personal injury that may be brought against it as a result of or in connection with any act, omission, default, failure or error on the part of the Provider, and agree to indemnify and keep indemnified the Provider in respect of any such claims.

*Ian Leighton Horsemanship encourages participation and dialogue from all attendees and the aim of our clinics is to provide a comfortable fun learning environment for all involved.  
We ask that all attendees demonstrate consideration and respect for others.*

*Thanks  
Ian & Liz Leighton*

