

Fife Riding Club

STANDARD DISCLAIMER

Save for the death or personal injury caused by the negligence of the organisers or anyone for whom they are in law responsible, neither the organisers of any event to which these rules apply, nor any agent, employee or representative of these bodies accepts liability for any accident, loss, injury to horses, owners, riders, spectators, land or any other person or property whatsoever, whether caused by their negligence, breach of contract or in any other way whatsoever

DISCLAIMER Waiver: In consideration of being permitted to use the facilities provided by The Fife Riding Club for all purposes connected with Horse-riding and Equestrianism including (but not limited to) show jumping, dressage, cross country, showing, instruction etc. ("The Activity"), I, for myself, my heirs, personal representatives or assigns do hereby release, waive, discharge, and covenant not to sue The Fife Riding Club, its committee or its members, their heirs, personal representatives or assigns from liability from any and all claims including negligence of The Fife Riding Club and others as aforesaid resulting in personal injury, accidents or illness (including death), and property loss arising from, but not limited to participation in "The Activity".

Assumption of Risk: Participation in "The Activity" carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from (1) minor injuries such as scratches, bruises and sprains, (2) major injuries such as eye injury or loss of sight, joint and back injuries, heart attacks, and concussions, to (3) catastrophic injuries including paralysis and death. I have read the previous paragraph and I know, understand and appreciate these and other risks that are inherent in "The Activity". I also understand that hard hats (PAS 015(2011) + BSI Kitemark or Inspec IC Mark; VG1 01.040 [2014-12] + BSI Kitemark or Inspec IC Mark; ASTM F1163 [2004a or 04a onwards] + SEI mark; SNELL E2016 + Official SNELL label & number; AS/NZS 3838 [2006 onwards] + SAI Global mark) are the only hard hats that meet the new European and British standards and must be worn at all times when mounted with the harness properly adjusted and fastened. I confirm that my hard hat complies with these standards. I know that I should wear suitable footwear with defined heels. I hereby confirm and assert that my participation is voluntary, I am confident of my own ability and that of my horse(s) to ride safely and that I knowingly assume all such risks. Indemnification and Hold Harmless: I

also agree to INDEMNIFY AND HOLD The Fife Riding Club and others as aforesaid HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including all fees and costs howsoever arising brought as a result of my involvement in "The Activity" and to reimburse The Fife Riding Club and others as aforesaid for any such expense The Fife Riding Club may have incurred.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risk agreement is intended to be as broad and inclusive as is permitted by the law of Scotland and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgement of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial right, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.