

# Terms & Conditions

Westerlands Equestrian | 20 October 2022



## Westerlands Equestrian Terms and Conditions

We are delighted that you have chosen to ride with us.

Your choice to ride is at your own risk. We take all reasonable care to provide suitable and safe horses and ponies for all our clients. All animals can be unpredictable. We strongly advise you to take out full personal accident cover. Everyone must obey the instructions of the instructors and staff and must comply with the health & safety requirements and policies of the establishment.

### 1. All clients:

- Our age limit is 4yrs and up.
- Must have completed a Rider Registration Form before riding a horse.
- Must resubmit their Rider Registration Form if their details change (the responsibility falls to the parent/guardian if the child is under 18).
- We reserve the right to refuse you to ride a particular horse/pony if we feel that the safety of the rider or horse is in question.
- Please note our weight limit is 15st / 95kg. For safety and horse welfare reasons we are unable to accept riders over this weight.
- Westerlands reserves the right to cancel an advance booking in the event that when a rider arrives on the arranged day, he/she is either over the weight limit, or not of the level of experience that he/she declared on the rider registration form. In such a case, if no alternative mount is available, a refund will not be given.
- There are Health & Safety signs and notices posted around the facility, Riders and visitors must acknowledge and comply, ignoring them is at the rider/visitors' risk.

### 2. Punctuality and arrival times:

Please arrive 15 minutes before the start of your ride to allow time for hat fitting. If you do not arrive in time for the departure of a ride, you will not be able to participate, and a refund will not be given.

We aim to run on time and stick to the timetable, but occasionally rides may run over time for whatever reason, so please bear with us.

### 3. Payment and Cancellations:

- We operate a No Refund Policy. This is a condition of booking.
- All payments must be made at time of booking.
- All bookings cancelled prior to the 48hr deadline will be credited to a future booking (within 6 months of booking date).
- All bookings cancelled within 48 hours of the booking date and time will result in no refund or transfer, payments may not be moved to a future booking.

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## 4. Bad weather or adverse conditions:

- Activities might be cancelled in extreme weather.
- You should call us on +44 (0)7517 836910 before you leave for the centre if the weather is in doubt.
- Riding might be cancelled in the following weather conditions:
  - Heavy snow.
  - Heavy rain and/or flooding.
  - Strong winds.
  - Electrical storms.

## 5. Purchases and redeeming vouchers:

It is a condition of purchase that:

- The intended rider has no medical conditions that require doctor's approval.
- Vouchers are valid for 6 months. No refunds available.
- All bookings are subject to availability.

## 6. Safety equipment and riding wear:

Every time you handle a horse you are required to wear the appropriate P.P.E (Personal Protective Equipment).

- Riding Helmets: Riding hats are available to hire and must be worn and fastened at all times whilst riding a horse. If wearing your own riding helmet, they must meet up to 2016 standard or one of the following: PAS-015 standard mark, ASTM F1163 or Snell 2001 AS/NZS 3838
- Body protectors: Although we don't enforce body protectors, we strongly recommend that you or your child wears one whenever riding. We offer them to hire subject to availability.
- Riding footwear: Clients must wear appropriate footwear (small heel, trainers and open toed shoes are not appropriate footwear) while riding. Riding boots are available to hire subject to availability.
- Clothing: Please wear Jodhpurs or stretchy trousers, not shorts or jeans.

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## 7. Visitors and/or friends & family of the rider:

- Children under the age of 16yrs must be supervised at all times by a legally responsible adult/guardian.

## 8. General:

- Movement of horses & ponies and farm equipment around the yard and surrounding areas is unavoidable and we ask you to give way to them at all times.
- We reserve the right to ask you to leave the grounds at any time if we think you are a danger to yourself.
- We have a strict no smoking policy. If you smoke you will be asked to leave.
- We can't be held responsible for damage, theft or loss of your personal property while on the premises.
- All animals are unpredictable. Do not feed the horses & ponies at any time. Don't enter any field or paddock unless authorised.

RIDING IS A RISK SPORT – your choice to ride is voluntary. We take all reasonable care to provide suitable and safe horses and ponies for all our clients.

No video or phone video to be published on YouTube or similar websites without Westerlands' consent.

## 9. Agreement of terms:

If you do not agree with any of our Terms and Conditions, then you do not have permission to enter the premises and any bookings are null and void. Our no Cancellation Policy applies in this situation. Because our Terms and Conditions are available online and on request at any time, you have every opportunity to read them before booking any activity and a refund will not be available on failure to accept.

## 10. Photos and videos:

From time to time, we may take photos of various rides and other activities during the course of your visit. We reserve the right to use these at our discretion for social media and/or other marketing activities unless you specify that you are not happy with this.

## 11. Mandatory assessment:

New riders are required to attend a mandatory assessment at the start of the ride. This allows us to ascertain your riding level. Previous clients returning to us after 12 months or more may be asked to complete another assessment. We reserve the right to refuse you to ride a particular horse if we feel that the safety of the rider or horse is in question.

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## **SAFETY TERMS & CUSTOMER DECLARATION**

In any adventure activity, there is an element of risk involved. Risks in undertaking this activity include: falling off your horse, being trampled by a horse, kicked or bitten by a horse or colliding with any object, vehicle, horse or rider.

The staff and management at Westerlands take all practicable steps to identify and minimise potential dangers. However, you must follow our instructions and use the safety equipment provided at all times. Note that we ride at the speed of the slowest rider on the ride.

Adults supervising any person under the age of 16 must ensure that the underage person follows our instructions at all times. You indemnify Westerlands and its staff against any liability resulting from your failure to follow our instructions or the failure of any person accompanying you under the age of 16.

We reserve the right to withdraw any person who in our opinion is likely to endanger themselves or others. If our guides judge that someone's behaviour may endanger themselves or others while we're on the ride, this person may be asked to dismount at any stage, with no refund offered. We also reserve the right to cancel the ride if we become concerned for any reason for your safety or that of any other person.

## **INDEMNITY AGREEMENT**

By booking a horse ride with Westerlands, the participant agrees that he/she HAS READ AND FULLY UNDERSTANDS this indemnity agreement.

The participant is releasing and indemnifying Westerlands from various inherent risks, known and unknown involving various recreational activities including, but not limited to, horses and horse-type activities: such risks including, but not limited to, property damage, bodily and personal injury, illness, paralysis, or death.

The participant is informed and understands:

- 1) That there are significant risks and dangers involved with horses and horseback riding and that horses are powerful and potentially dangerous animals;
- 2) That a horse may, at any time, without warning, and for no reason, jump up, forward, backward, or sideways;
- 3) That a horse may become uncontrollable, run wildly, buck, bite, kick, rear up, or step on feet or other body parts without warning;
- 4) Horses become tired, stressed, cantankerous, and their behaviour is unpredictable;
- 5) A horse may trip, stumble, and/or fall down when being led, ridden, or otherwise attended to;

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6) That weather, terrain, other animals, and/or people and other participants may adversely affect a horse's behaviour;

7) That these risks, and others, are inherent with horse and other activities which risks may not be anticipated, controlled, or eliminated by Westerlands and, further, Westerlands has no duty to do so;

8) That these risks and activities in general can cause property damage, bodily and personal injuries, illnesses, paralysis, and death to you or members of your family;

9) That Westerlands and/or other people and participants may, on occasion, be negligent (negligent meaning, generally, a failure to exercise ordinary or reasonable care) in their duties and responsibilities to the participant and this negligence can cause property damage, bodily and personal injuries, illness, paralysis, and death to you or members of your family;

10) That the horseback riding activities and other activities will sometimes be in remote areas and that bodily and personal injuries, illnesses, paralysis, and other injuries may occur to you where you are a considerable distance from doctors, hospitals, and any type of medical help or assistance. Westerlands strongly recommends the use of a riding helmet which may minimize the risks of head and other injuries.

For and in consideration of the monies paid, agreements contained in this document, and your participation, the participant does hereby completely release, acquit, and forever release and discharge Westerlands, their successors, personal representatives, and assigns of and from any and all actions, claims, demands, obligations, causes of action, damages, costs, loss of services, expenses, attorneys' fees, and compensation of any kind or nature whatsoever on account of or in any way growing out of, or which in the future may result from, property damage, bodily and personal injuries, illnesses, paralysis, and death to you or members of your family as a result of participation in Westerlands horse riding or in conjunction with recreational activities.

This agreement includes, but is not limited to, all claims or causes of action whether based on a tort, contract, or any other theory of recovery, which the participant now has or which may hereafter accrue or may otherwise be acquired on account of or may in any way grow out of any recreational activities including, but not limited to, any and all claims for emotional distress, loss of consortium, loss of companionship, loss of income, bodily or personal injury to participant, or members of participant's family, or any wrongful death claim or punitive damage or any other claim of participant's representatives or heirs which have resulted or may result from the recreational activities, acts, omissions, or negligence of Westerlands or its staff.

The participant further stipulates and agrees in further consideration, to fully indemnify and hold forever harmless Westerlands and its staff against loss from any and all claims, demands, or actions which may hereinafter or at any time be made or brought against Westerlands or its staff by any person or entity who has made, or agreed to make payments on Westerlands' behalf for any medical expenses or any other obligations incurred by the participant as a result of property

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damage, bodily and personal injury, illness, paralysis, and/or death to the participant or any members of the participant's family arising out of Westerlands' activities. The participant further agrees and stipulates to indemnify and hold forever harmless Westerlands and its staff against loss from any and all further claims, demands, or actions which may hereinafter or at any time be made or brought against Westerlands or its staff by any person or entity who claims to have been damaged, or who asserts a claim as a result of property damage, bodily and personal injury, illness, paralysis, and/or death to the participant arising out of Westerlands' activities.

The participant further stipulates and agrees to fully indemnify and hold forever harmless Westerlands or its staff from any action, claim, demand, obligation, cause of action, damages, costs, loss of services, expenses, and compensation of any kind or nature whatsoever on account of or in any way growing out of, or which in the future may result from property damage, bodily and personal injury, illness, paralysis, and/or death to any person, including minors and incompetents over whom and for whom the participant has custody, control, and/or other legal responsibilities.

The participant acknowledges and agrees that the participant's participation in Westerlands' recreational activities is completely voluntary and the participant acknowledges all risks, known and unknown, accepts all risks, known and unknown, and assumes full responsibility for all risks, known and unknown, including, but not necessarily limited to, those risks identified in this agreement and acknowledges and accepts full responsibility for all property damage, bodily and personal injury, illness, paralysis, and death to the participant and/or members of the participant's family. Further, the participant represents:

- 1) The participant has completely and fully read this document, agrees to its terms, has been given ample opportunity to seek legal counsel to review and advise the participant as to the legal effect of this agreement and has been provided additional opportunities to ask questions and make inquiries of Westerlands regarding this agreement;
- 2) The participant warrants and represents he/she has no medical problems which might interfere with the participant's participation in Westerlands horse riding;
- 3) The participant is voluntarily participating in the recreational and horse activities with full knowledge of the activities and the risks involved;
- 4) The participant accepts and assumes the risks and legal responsibilities for any and all injuries and damages which may result from those risks associated with participation in recreational or horseback riding activities;
- 5) The participant warrants and represents that he/she can fulfil any physical requirements involved with recreational and horse activities;
- 6) The participant understands that the presence of Westerlands' staff is no assurance of participant's safety or lessens any risks assumed by the participant;

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7) The participant warrants and represents that he/she has obtained adequate medical/disability/life insurance or other monies to cover losses to himself or others.

The ride leader reserves the right to prevent anyone from riding whose riding ability is insufficient or whose behaviour endangers the safety or welfare of other riders or horses. No refund will be made to people who are prevented from riding for any such reason nor to anyone who is unwilling or unable to complete a trek/ride.

This release shall not be cancelled, modified, or changed in any manner except by the written agreement of both Westerlands and the participant. The invalidity of any portion of this agreement shall not affect the validity of the remaining agreement.

If the participant fails to comply with any of the terms of this agreement, the participant shall be responsible for the payment of all attorneys' fees, costs and expenses incurred by Westerlands in responding to any such breach or in enforcing this agreement.

By booking horse riding at Westerlands, the participant agrees that he/she HAS READ AND FULLY UNDERSTANDS this indemnity agreement.