

# DISCLAIMER OF LIABILITY AND AGREEMENT FOR THE USE OF THE FACILITY

## AT ISLEHAM EVENTING COMPLEX FOR SCHOOLING – 2024 SEASON

*The courses to be used are flagged.*

- *The jumps are of varied height, nature, levels of difficulty [from 60 cm up to 100 cm]. **The decision to jump is ultimately the responsibility of the rider**; the rider alone has to decide upon the limits in performance and the ability of his/her horse/pony. For this reason, it is essential that you **inspect each jump before you jump** to ensure that it is safe for you.*

**Health and Safety Statement** – Isleham Eventing Complex has taken every reasonable precaution to ensure the Health and Safety of everyone who uses “The Premises”. For these measures to be effective, everyone must take reasonable care to avoid and prevent accidents occurring and must obey any rules and instructions given.

Isleham Eventing Complex [along with Soham & District Branch of the Pony Club, The Partners of C H Tompsett], nor its employees or sister companies employees “The Hirers” accept any liability for any accident, loss, damage, injury or illness to riders, horses, owners, grooms, spectators, property, vehicles and their contents and accessories or any other person property whatsoever, whether caused by their negligence, breach of contract or in any way whatsoever.

Riding, working with horses and handling horses can be dangerous and horses may be unpredictable. Persons using “The Facilities” do so at their own risk and “The Hirers” will not be held responsible for any accident, injury or loss.

All riders must wear appropriate riding gear; a riding hat to conform to the standards as stated by BHS and governing organisation – 2024 rules and must be worn at all times whilst mounted. Suitable footwear must be worn whilst mounted. A body protector conforming to the current BHS standard must be worn at all times when a rider is using the cross-country course.

All riders must be accompanied by another responsible person, who has access to a mobile telephone number in order to summon assistance in the event of an emergency.

All riders under the age of 18 years must be accompanied by a responsible adult.

External coaches have a duty of care over their riders. We require them to provide a copy of their insurance in advance and require them to be onsite for their rider’s arrival and departure.

“The Hirers” are not responsible for the ground conditions or damage caused to the ground and/or cross-country fences/structures caused by other users and animals.

If dogs are on the site, they must be kept on a short lead at all times and are the responsibility of their owner/handler.

Riders using the cross-country course must jump only flagged fences and not any unflagged or those crossed with flags as indicate that the jump should not be used under any circumstances.

Riders, or those with the rider, must not bring any glass of breakable objects onto the facility.

“The Hirers” reserve the right to cancel any reservation without notice.

“The Hirers” reserve the right to reserve any admission.

“The Hirers” cannot be held responsible for any consequential loss or liability howsoever caused.

By riding at “The Premises” the rider accepts that they or those with them, including responsible adults have surveyed “The Facilities” (and any obstacles such as show jumps or cross country fences) and the ground conditions and understand they are responsible for assessing the suitability of the ground conditions and construction and maintenance of the jumps/obstacles/fences.

“The Hirers” reserve the rights to request that riders of those with them, including responsible adults using the facilities do leave in circumstances, where in the opinion of “The Hirers” or their representatives, a person is creating a dangerous situation, riding in a dangerous manner and/or where a person is mistreating a horse or acting irresponsibly. Where a person is asked to leave, they must refrain from jumping any further jumps and immediately return to their mode of transport and remove the horse and themselves from the site.

“The Hirers” recommend that the owner/keeper/rider of any horse using the facilities insure that horse in respect of third party liability, injury, veterinary fees and death. It is also recommended that all Riders hold personal accident insurance.

Please take litter home with you.

“The Hirers” is not responsible for the provision of First Aid personnel or equipment on the site or the facilities and cannot be held liable to provide First Aid. The Rider agrees to ensure their own provision for First Aid.

All users of the site or visitors to the site must read, understand and abide by “The Hirers” Health and Safety Statement and all the notice on “The Premises”.

All breakages must be paid for in full.

Contact number in an emergency for “The Premises” is 07747 841580/01638 780176 Extn #1001.

The event is located off B1104 Prickwillow Road.

All emergency details are posted on site, at the garden shed (Secretary Hut).

It is up to the Riders to communicate with other Riders on “The Premises”, with regards the use of “The Facilities”.

The schooling day is self-regulating amongst the Riders.

Riders must be aware of other Riders/grooms/helpers whilst using “The Facilities”.

**Definitions**

“The Hirers” are Isleham Eventing Complex.

“The Premises” is land on which events are held.

“The Facility/Facilities” is the cross-country course and any part of the premises.

“The Rider(s)” is/are the person(s) using the facility and they are responsible for those in attendance with them at the Premises with the Rider.

*I have read and understood the above terms and conditions of using the facilities and the disclaimer of liability and confirm that I use the facilities at the premises entirely at my own risk.*

**Riders Name:** .....

**Riders Signature:** .....

**Responsible Adult** (if applicable)

**Name:** .....

**Signature:** .....

*NB: Any accompanying instructor, trainer, parent, guardian, groom or helper should also complete the above and must hold relevant certificates and insurance.*

**Dated:** .....

**Contact Telephone Number:** .....

**Contact Email Address:** .....

***This agreement must be read, understood, completed and returned prior to mounting at the premises. Any person found mounted, or in any way on the facility, who has not completed a valid disclaimer shall be on the premises unlawfully and shall be asked to leave immediately.***

**Data Protection** - we confirm the details held will not publish and this form will be kept for a minimum period of time and any contact details held on a compute will be password protected.

<b>Riders to confirm that they intend to use the following course[s] – please tick</b>	
60	
80	
90	
100	
Number of Horse[s]	

Issue No: 3	Date of Issue: 30/01/2024	Author: Isleham Eventing
Approved: The Organisers	Next Review Date: 01/2025	Doc No: 006