

SOUTH
BROCKWELLS
— FARM —
EST. 1976

South Brockwells Farm XC - TN22 5QS - W3W ///nooks.cards.pokes

**DISCLAIMER OF LIABILITY AND AGREEMENT FOR THE USE OF THE CROSS
COUNTRY FACILITIES (THE “FACILITIES”) AT SOUTH BROCKWELLS XC**

1. Save for death or personal injury caused by negligence, neither South Brockwell’s Cross Country nor its owners or employees (together, the “Hirers”) accept any liability for any accident, loss, damage, injury or illness to riders, horses, owners, spectators, property or any other person or property whatsoever resulting from use of the Facilities, whether caused by their negligence, breach of contract or in any other way whatsoever.

2. Riding and handling horses can be dangerous and horses may be unpredictable. Cross country is an inherently risky activity and may result in serious injury or even death. Persons using the Facilities do so at their own risk and the Hirers will not be held responsible for any accident, injury or loss.

3. All riders must wear a non fixed peak riding hat conforming to the current British Eventing standard at all times whilst mounted (*PAS 015:2011, VG1 01.040 2014-12, ASTM F1163 (2004a onwards), SNELL E2016, or AS/NZS 3838 (2006 onwards)*). All hats must have a BSI Kitemark or SEI mark). Suitable footwear must be worn whilst mounted. A body protector conforming to the current British Eventing standard must be worn at all times when mounted. (*BETA Level 3 (2018) blue label standard*)

HEAD CAMS: When hats are tested against the requirements of a standard, they are done so with no extra additions on the hat i.e. with no head cam attached. Therefore, it is currently not known how the addition of a protuberance such as a head cam, affects how the hat would respond during an impact. Therefore, the use of HEAD CAMS are not recommended

4. All riders must be accompanied by another responsible person (who may be mounted or unmounted) who must have access to a mobile telephone in order to summon assistance in the event of an emergency.

5. All riders under the age of 18 years must be accompanied by a responsible adult and must be kept under control at all times.

6. Riders and their trainers, spectators and helpers must not cause a nuisance or disturbance to any other person using or at the premises.

7. The Hirers are not responsible for ground conditions or damage caused to the ground and/or cross-country fences/structures caused by other users and animals. The Hirers are not responsible for other persons/animals using the Facilities lawfully and/or for any person unlawfully using the Facilities or trespassing onto the premises.

8. Trainers, coaches, teachers or any person responsible for a rider must hold public liability insurance and any person bringing a groom, rider or paid assistant onto the premises must hold appropriate employer’s liability insurance.

9. Riders are required to remove all droppings left by their horse(s) in the parking area.

10. Riders must not jump any unflagged jump, any jump marked with 'crossed flags' or any jump that is otherwise indicated as not being in use as any of these things indicate that the jump should not be used under any circumstances. Flagged jumps must only be jumped with the red flag on the right hand side.

11. By using the Facilities the rider accepts that they/their trainer or responsible adult has surveyed the cross-country jumps and the ground conditions and understands that they/their trainer are responsible for assessing the suitability of the ground conditions and/or suitability, construction and maintenance of the jumps.

12. The Hirers require that the owner/keeper/rider of any horse using the Facilities insure that horse in respect of third party liability and recommend injury, veterinary fees and death cover. It is also recommended that all riders hold personal accident insurance.

13. Users of the Facilities are required to close the gate to the cross country fields whether entering or exiting the fields and to obey all other signage.

14. The Hirers are not responsible for the provision of first aid personnel or equipment on the premises at any time and cannot be held liable to provide first aid. The rider (or any group organiser, trainer or responsible adult) agrees to ensure their own provision for first aid.

15. If any rider, trainer, spectator or helper sees that any jump is damaged, or if any rider or horse damages any jump, the damage must be reported it to the Hirers immediately and the jump must not be used.

16. Dogs must be kept on a lead at all times and are the responsibility of their owner/handler. The Hirers are not responsible for any accident caused by or to any dog whilst on the premises.

17. By signing this disclaimer and agreement you agree that you fully understand its terms and that you are giving up substantial rights, including your right to sue. You acknowledge that you are signing the agreement freely and voluntarily and intend your signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

18. You agree to indemnify and hold the Hirers harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including all fees and costs howsoever arising, resulting from your use of the Facilities and to reimburse the Hirers for any such expense they may incur.

19. You agree that this disclaimer is valid for all future use by you of the Facilities.

Please sign below to acknowledge acceptance of the disclaimer and agreements set out above.

Anyone under 18 must be signed for by their parent or guardian.

DATE	PRINT NAME	SIGNATURE	NAME OF CHILD you are responsible for (if applicable)

HIRE : £30 / horse

PAYABLE TO: South Brockwells Farm Partnership SORT CODE:20-18-93 ACCOUNT No:10711160