

# DISCLAIMER OF LIABILITY AND TERMS AND CONDITIONS OF USE OF THE FACILITIES AT GHYLL PARK EQUESTRIAN CROSS COUNTRY COURSE AND GALLOPS

## DISCLAIMERS:

- Working with and handling horses/ponies can be dangerous and horses/ponies may be unpredictable. Horse riding and especially Cross Country riding and using the Gallops, is and always will be, a risk sport.
- Neither the proprietors, nor any employee, nor any person acting on their behalf, accept any liability for any loss, damage, accident, injury or illness to horses/ponies, owners, riders, instructors, spectators and any other person or vehicles and contents or property under any conditions whatsoever.
- The proprietors of Ghyll Park Equestrian have taken reasonable precautions to ensure the Health and Safety of everyone who uses the course/gallops. 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.
- Any person using the Cross Country Course/Gallops does so on the understanding that they have read and agreed to the terms and conditions set out in this document.

## TERMS AND CONDITIONS:

- All riders must wear a properly fitted hat conforming to the current BHS quality standard at all times when mounted. Suitable footwear with defined heels must be worn when mounted. All riders must wear a properly fitted body protector conforming to the current BHS standard at all times when using the Cross Country Course. If an air jacket is worn, it must be worn in addition to a body protector (unless the air jacket also incorporates a fixed body protector).
- All riders must be accompanied by a responsible adult who has access to a working mobile telephone to call for assistance in case of emergency.
- Stallions are only allowed on the Cross Country Course/Gallops with prior permission from the proprietors at Ghyll Park Equestrian.
- All riders under the age of 18 must be accompanied onto the Cross Country Course/Gallops by a responsible adult and must be kept under control at all times.
- No rider under the age of 8 is permitted to use the Cross Country Course/Gallops unless participating in a Rally/Schooling Session/other event organised by a Branch/Centre of The Pony Club.
- Any person using the Cross Country Course/Gallops must have made and paid for a booking in advance.
- All gates must be kept shut at all times.
- Some fences may only be jumped in one direction. These will be marked with flags and should only be jumped with the red flag on the right.
- Fences that are marked with "crossed flags" must not be jumped in any circumstances as this indicates that the fence is not currently safe to jump.
- The rider, trainer and/or responsible adult must inspect each fence and the ground conditions to ensure that it is safe to jump and within the abilities of both the rider and their horse/pony.
- The proprietors are not responsible for First Aid personnel or equipment at Ghyll Park Equestrian Cross Country Course/Gallops and cannot be held liable to provide First Aid cover. The rider, trainer and/or responsible adult must ensure their own provision for First Aid.
- All signs and notices on the site must be obeyed.
- No dogs are allowed on the Cross Country Course/Gallops.
- Any damaged/broken fences must be reported immediately.
- Riders, trainers, spectators and helpers must not cause a nuisance or disturbance to any other person using the Cross Country Course/Gallops or to any of the neighbouring properties or they may be asked to leave the premises.
- The proprietors reserve the right to request that riders/trainers/owners/spectators should leave immediately where they are deemed to be riding in a dangerous manner, mistreating a horse/pony or acting irresponsibly.
- Please take all litter home with you and clear all droppings/hay from the car/lorry park.

I have read, fully understood and accept and abide by the above Disclaimers and Terms and Conditions of using the Cross Country Course/Gallops and confirm that I use the facilities entirely at my/our own risk.

Name of Rider .....

Name of responsible adult if rider under 18 .....

Signature of rider (or responsible adult if rider under 18) .....

Date ..... Tick box to agree that this disclaimer is valid for all future visits ☐