

DISCLAIMER OF LIABILITY AND AGREEMENT

FOR THE USE OF THE FACILITIES AT DOWNE FARM EVENT CENTRE

1. Save for death or personal injury caused by negligence, neither DOWNE FARM EVENT CENTRE, TIM & VANESSA CHEFFINGS, TIM CHEFFINGS EVENTING nor its owners or employees ("the Hirers") accept any liability for any accident, loss, damage, injury or illness to riders, horses, owners, spectators, property, vehicles and their contents and accessories or any other person or property whatsoever, whether caused by their negligence, breach of contract or in any other way whatsoever.

2. Riding, working with horses and handling horses can be dangerous and horses may be unpredictable. Persons using the Facility 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 riding hat conforming to the current BHS standard 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.

4. All riders must be accompanied by another responsible person (who may be mounted or un-mounted) who must have access to a mobile telephone in order to summon assistance in the event of an emergency. Telephone numbers will be printed on the facility sign at the entrance.

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 and/or for any person unlawfully using the facilities or trespassing onto the Facility.

8. The Facility is a working farm with heavy machinery operating over it. Riders are advised to wear high visibility clothing so as to be identifiable to the operator of the machinery and to take measures to avoid such machinery.

9. Trainers, coaches, teachers or any person responsible for a rider must hold public liability insurance for no less than £2,000,000 (two million pounds) and any person bringing a groom, rider or paid assistance onto the premises must hold employers liability insurance.

10. Dogs are not permitted onto the Premises without the prior permission of the Hirers. Any dogs on the Premises must be kept off the arenas, stable yard, lunge pen and cross-country course. Permitted dogs must be kept on a short lead at all times and are the responsibility of their

owner/handler. All dog foul must be cleared up. The Hirers cannot be held responsible for any accident caused by or to any dog whilst on premises.

11. Riders are required to remove all droppings left by their horse(s) and return any show jumps (including fillers and poles) and other items moved from their original position on any Facility to their original position.

12. Riders using the Cross Country course must not jump any jump marked with 'crossed flags' as this indicates that the jump should not be used under any circumstances.

13. Riders and their trainers, spectators, helpers must not take any glass or breakable objects onto any of the Facilities. All items taken onto the Facilities must be removed the end of the relevant session.

14. The Hirers reserve the right to cancel any reservation without notice. The Hirers reserve the right to refuse any admission. The Hirer cannot be held responsible for any consequential loss or liability howsoever caused.

15. By riding at the Premises the rider accepts that they/their trainer or responsible adult has surveyed the Facilities (and any obstacles such as show jumps or cross-country jumps) and the ground conditions and understand that they/their trainer are responsible for assessing the suitability of the ground conditions and/or suitability, construction and maintenance of the jumps/obstacles/fences.

16. The Hirers reserve the right to request that riders/trainers/owners or any other person using the Facilities do leave in circumstances where in the opinion of the Hirers and/or its management, 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 Premises.

17. 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.

18. Smoking is not permitted on the Premises. Please take litter home with you and clear all droppings/hay from the lorry park.

19. Users are required to close the gates of all Facilities whether entering or exiting the Facilities and to obey all other signage.

20. The Hirer is not responsible for the provision of First Aid person or equipment on The Premises or The Facilities and can not be held liable

to provide First Aid. The Rider (or any group organiser/trainer/responsible adult) agrees to ensure their own provision for First Aid.

21. All users of The Facilities or visitors to The Premises must read, understand and abide by The Hirers Health & Safety Statement.

22. All breakages must be paid for in full by The Rider or their Responsible Adult.

Definitions:

"The Hirers" are DOWNE FARM EVENT CENTRE, its subsidiaries, directors, employees, tenants and contractors and TIM CHEFFINGS OR TIM CHEFFINGS EVENTING.

"The Premises" is the land on which DOWNE FARM EVENT CENTRE and TIM CHEFFINGS EVENTING operates.

"The Facility/Facilities" is the cross-country course, the indoor arena, horse walker, grass arenas, show jumping arena and any other part of the premises operated by DOWNE FARM EVENT CENTRE, TIM & VANESSA CHEFFINGS, TIM CHEFFINGS EVENTING and/or the land owner(s).

The "Rider(s)" is/are the person(s) using the Facilities who are responsible for any trainer, spectator, groom, assistant or observer in attendance at the Premises with the Rider.

I have read, understood and accept the above terms and conditions of using the Facilities and confirm that I use the Facilities at the Premises entirely at my own risk.

NB: Any accompanying instructor, trainer, parent, guardian, groom or helper should complete the 'responsible adult' section

Cancellations and Refunds:

- Administration fees of 10% (minimum £2) are included on all bookings. This fee is non-refundable.

- Refunds or credit will be issued provided that the cancellation is made more than 24 hours in advance.