



## OFF THE TRACK TASMANIA – SUBSIDISED LESSONS PROGRAM TERMS AND CONDITIONS

I agree to these terms and conditions:

Signature (if over 18 years of age): ..... Name: ..... Date: .....
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Signature of Guardian (if participant under 18): ..... Name: ..... Date: .....
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Minor (under age of 18) participating in Program:

Name: \_\_\_\_\_

Date of birth: \_\_\_\_\_

*(above to be completed by parent/guardian)*

### 1. GENERAL

- 1.1 Off The Track Tasmania ('OTT Tasmania') is an initiative of Tasracing Pty Ltd (ACN 137 188 286), 6 Goodwood Road, Glenorchy in Tasmania ('Tasracing'). Tasracing operates and authorises all OTT Tasmania programs, including this OTT Tasmania Subsidised Lessons Program ('Program') that you are participating in.
- 1.2 These terms and conditions govern the participation of you as an eligible participant in the Program, or involvement in the Program as a parent or legal guardian of any eligible participants under eighteen (18) years of age. By signing this document, you accept these terms and conditions in full.

## **2. INTERPRETATION**

2.1 **“Approved Coaches”** means a coach approved by Tasracing who will conduct your subsidised horse coaching lessons.

2.2 **“Eligible Horse”** means a Standardbred or Thoroughbred horse approved by Tasracing, which had raced in and is domiciled in Tasmania, and:

- a) has retired from racing or breeding within the last twelve (12) months; or
- b) was bred to race but was ultimately not suitable, resulting in being retired.

*Tasracing will assess whether any horses retired from the racing industry for longer than twelve (12) months will be considered an ‘Eligible Horse’ on a case by case basis, at Tasracing’s sole discretion.*

2.3 **“Eligible Participant”** means a participant in the Program approved by Tasracing, and can include Minors, subject to these terms and conditions.

2.4 **“Minor”** means a person participating in this Program who is under eighteen (18) years of age.

2.5 **“you”** and **“your”** means you participating in this Program as an Eligible Participant, or as a parent or legal guardian of an Eligible Participant that is a Minor.

## **3. PROGRAM PURPOSE**

3.1 The Program enables Eligible Participants to obtain subsidised horse coaching lessons conducted by one of Tasracing’s Approved Coaches. The purpose of the Program is to ensure that, Eligible Participants can undergo training and learn the vital skills to care for and ride an Eligible Horse. Lessons can cover a variety of areas, including horse and rider education and training, as well as equestrian activities. Eligible Participants are responsible for negotiating the content of the lessons with the Approved Coach.

## **4. PROGRAM PROCEDURE**

4.1 Participation in the Program will require completion of the application form for subsidised horse coaching lesson vouchers on the OTT Tasmania website at <https://offthetracktas.com.au/subsidised-lessons/> and the accompanying instructions must be followed.

4.2 Tasracing will assess completed application forms after they have been correctly submitted and will decide whether the person seeking to participate in the Program is approved as an ‘Eligible Participant’. Tasracing will assess and decide all applications with fourteen (14) days, and all decisions are made at Tasracing’s sole discretion.

4.3 Tasracing may determine and change the application process to participate in this Program at any stage at its sole discretion.

4.4 Upon approval of an application, Tasracing will send you these terms and conditions to review, and you must sign and return a copy for Tasracing’s records. Tasracing will also send you a Coach Nomination Form and Emergency Contact Form which must also be completed and returned.

- 4.5 Once Tasracing has received a signed copy of these terms and conditions and the completed Coach Nomination Form and Emergency Contact Form, Eligible Participants will receive ten (10) subsidised horse coaching lesson vouchers, in a manner and form decided by Tasracing. These vouchers will entitle Eligible Participants to ten (10) free horse coaching lessons with one of Tasracing's Approved Coaches. Each lesson can be up to a maximum of one (1) hour in duration.
- 4.6 Vouchers for horse coaching lessons must be used between the date of issue and date of expiry noted on the voucher.
- 4.7 Eligible Participants can only use vouchers issued in their name regarding an Eligible Horse and cannot be exchanged with other participants in the Program.
- 4.8 Once you have received your horse coaching lesson vouchers, you are responsible for contacting the Approved Coach that will be conducting the lessons to confirm a location and time for the lessons. Lessons can only be held at the Approved Coach's property, and not at any venue operated by Tasracing. Alternatively, lessons can be conducted via online meeting platforms.
- 4.9 If lessons will be conducted at the Approved Coach's property, you are responsible for transporting the Eligible Horse to and from the location.
- 4.10 Approved Coaches may suspend any lesson if it is deemed unsafe to continue. Any lessons that are suspended and not able to be completed, may be completed at a future time to be negotiated with the Approved Coach.

## **5. MINORS**

- 5.1 To participate in this Program, Minors must be seventeen (17) years of age.
- 5.2 If you are the parent or legal guardian of a Minor who is participating in this Program, you warrant that you have the authority to sign these terms and conditions on behalf of them, you consent to the Minor participating in the Program, and agree to these terms and conditions without limitations.
- 5.3 Tasracing may accept applications for Minors under seventeen (17) years of age participating in this Program on a case-by-case basis and at its sole discretion. Please enquire with Tasracing for further information about this.

## **6. YOUR OBLIGATIONS**

- 6.1 To ensure the health and safety of Eligible Participants, and any Approved Coach, prior to any lessons Approved Coaches must be notified of any physical disabilities that an Eligible Participant has, so that the Approved Coach can assess risk and limitations before the Eligible Horse is handled.
- 6.2 You must disclose to an Approved Coach, prior to undertaking any horse coaching lessons, whether an Eligible Participant is taking any medication which may physically or mentally alter motor functioning or physical capabilities.
- 6.3 You must disclose to an Approved Coach, prior to undertaking any horse coaching lessons, whether the Eligible Horse has an injury or illness, or is taking any medication.

- 6.4 Eligible Participants must wear a helmet at all times whilst riding an Eligible Horse and any appropriate safety attire recommended by the Approved Coach.
- 6.5 Eligible Participants must behave safely and responsibly during the lessons and not engage in behaviour such as running, yelling and screaming, as this may frighten the horse and place their safety, or the safety of others, at risk.

## **7. DISCLAIMER**

- 7.1 Tasracing makes no warranty, guarantee or claim regarding the skills or training that Eligible Participants may receive from the horse coaching lessons provided by an Approved Coach.
- 7.2 Tasracing does not accept any responsibility for any loss, damage or injury, whether direct or indirect, arising from your participation in this Program.
- 7.3 You participate in this Program entirely at your own risk. You acknowledge that any activity involving horses, due to their nature and size, is inherently hazardous and dangerous and may result in injury, loss, damage or death to yourself or others located in the area of the lessons.
- 7.4 You acknowledge that any sudden movement, noise or other activity may result in an Eligible Horse becoming frightened and acting in an unpredictable way. If a Minor is an Eligible Participant in this Program, their parent or legal guardian must bring this to their attention and explain this to them.
- 7.5 You acknowledge the dangers associated with the consumption of alcohol or any mind-altering drugs before and during any horse-related activities and you take full responsibility for any injury, loss or damage associated with their consumption. Eligible Participants must not drink alcohol or take any non-prescribed drugs prohibited by law before or during participation in the Program.
- 7.6 You acknowledge that any venue where an Eligible Participant attends to undertake horse coaching lessons, or any facilities that Eligible Participants use in the course of doing so, is entirely at their own risk and you accept this risk.

## **8. INDEMNITY AND RELEASE**

- 8.1 Tasracing will not be liable for and accepts no liability for any actions, claims, costs or liability in relation to the coaching lessons provided by an Approved Coach under this Program. You expressly release Tasracing from any and all claims, demands, actions or otherwise of any nature or kind.
- 8.2 You indemnify and keep indemnified Tasracing against any and all loss, claims, costs, liability, charges, expenses penalties, demands or damages whatsoever which may be brought or made against Tasracing arising in relation to the lessons provided by an Approved Coach under the Program.

## **9. ROLE AND POWER OF TASRACING**

- 9.1 Tasracing only has the responsibility to ensure that the administrative aspect to the Program is operating correctly, including assessing application forms, providing horse coaching lesson vouchers, and engaging Approved Coaches to provide horse coaching lessons to Eligible Participants in the Program.

9.2 Tasracing is not involved with organising dates and times for Eligible Participants regarding any horse coaching lessons.

9.3 Tasracing may, in its sole discretion, cancel this Program, or cancel your participation in the Program for any reason or at any time, including voiding any horse coaching lesson vouchers that have been provided. Tasracing will not be responsible for any loss, cost, damage or liability that may arise as a result.

## **10. BREACH OF TERMS AND CONDITIONS**

10.1 Without prejudice to Tasracing's other rights under these terms and conditions, if you breach these terms and conditions in any way, Tasracing may take such action as it deems appropriate to deal with the breach, including, but not limited to, suspending or deleting your participation in the Program.

## **11. VARIATION**

11.1 Tasracing reserves the right to make changes to these terms and conditions from time to time and at its sole discretion. Revised terms and conditions will govern your participation in the Program, and you will be notified about where to obtain a copy of these. By continuing to participate in the Program, you accept the revised terms and conditions in full. You must not continue participating in the Program if you do not accept the revised terms and conditions.

## **12. SEVERABILITY**

12.1 If any of these terms and conditions (or part thereof) are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision (or part thereof) will to that extent be severed from the remaining terms and conditions which will continue to be valid to the fullest extent permitted by law.

## **13. JURISDICTION**

13.1 These terms and conditions will be governed by and construed in accordance with the laws in the State of Tasmania, and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of Tasmania.