



**Riding for the Disabled
Association of Australia Inc**

RISK MANAGEMENT GUIDELINES, POLICY AND PROCEDURE.

MISSION STATEMENT OF RDA

RDA enables people with disabilities and volunteers throughout Australia to experience enjoyment, challenge and a sense of achievement through participation in equestrian activities, resulting in the development of life skills, improved quality of life and attainment of personal goals.

JUNE 2003



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Remember:

Spot the hazard
Assess the risk
Fix the problem
Evaluate the results



1. INTRODUCTION

All forms of equestrian participation involve some level of risk. Working with animals that are unpredictable and physically bigger and stronger than the people who work with them, together with the inconsistent nature of people, creates a situation in which the potential for risk of injury or accident may be high.

The National Council of RDA Australia has endorsed this policy as a national document in order to ensure that;

- RDA activities are conducted in the safest possible environment
- All personnel involved are aware of risk issues and are trained to minimise risk
- That RDAA is able to verify objectively that safety at RDA is a major priority
- That RDA is able to continue to access affordable insurance cover for our activities based on a low claims record.

1.1 The aim of risk management is to:

- recognise and minimise the potential risks
- prevent accidents/ injuries/ loss
- assist in gaining insurance
- limit the possibility of liability

Education about and prevention of the risk should be the priority of all centres and states. Before participating in RDA activities, coaches, volunteers, parents and all other concerned parties should be made aware of the risks and what procedures are in place in order to minimise these.

1.2 Responsibility

Although it is the responsibility of the coach in charge to ensure that program sessions are safe, the Centre Management Committee also have a responsibility to ensure a safe and enjoyable environment. Office Bearers should understand their duties before agreeing to be on committees. They should take reasonable care in performing the duties of the position, always acting in an honest manner, taking care to avoid conflict of interest. The Management Committee should ensure that policies and procedures are understood and followed by all parties.

Regardless of how comprehensive this document is and how thoroughly risks are identified from an administrative perspective it is the people on the 'ground' who need to make risk management a reality. Without the support and diligence of the coaches, volunteers, riders and parents it is impossible to implement an effective risk management policy.



1.3 Understanding Risk Management

In order to effectively manage health and safety of those involved in RDAA it is important to work through the following process of risk management. (Points A-E are included in A4 size as appendix 12 for centres to display in a prominent position.)

- A Identify** potential hazards
- B Assess** the risk of these hazards causing injury or loss
- C Decide** how to prevent/ minimise these risks
- D Implement** procedures to achieve the prevention/ minimisation
- E Monitor and Review** the effectiveness of the procedures

At all stages **communication** and **consultation** between parties is the key to effective Risk Management.

Below is an outline of each of the steps (A – E) of good risk management.

A Below are examples of some potential risks and hazards that may be **IDENTIFIED** at a typical RDA centre. This list is only an example and a more comprehensive discussion of risks is found in Sections 4 – 9.

- Gates being left open
- Equipment being left on the ground
- Slippery surfaces
- Riders falling from mount

B When **ASSESSING** risks associated with each hazard it is important to determine the **LIKELIHOOD** of an incident occurring. Consider, for example:

- who is at risk,
- how many people are at risk,
- the experience/ training of those exposed to the risk,
- condition of grounds/ equipment and
- where the risk is highest.

There are other conditions to examine when assessing risks, each specific to particular hazards.

It is then important to determine the **CONSEQUENCE** of the incident occurring. In other words, how severely could someone get hurt? If during this assessment it is decided that the risk of someone being injured is high, ie the consequence could be severe and the likelihood is high, then immediate action should be taken to minimise this risk.

Risk is assessed as a combination of LIKELIHOOD and CONSEQUENCE.

See Appendix 3 and 4

C The key in **DECIDING** on how to prevent/ minimise the risk is to look at how the hazard could be taken away. Does equipment need to be stored more appropriately? Should work practices be reviewed?

If the hazard cannot be removed or reduced it is important to look at what training/ education/ purchasing equipment needs to be done in order to minimise the risk of injury/loss.



D IMPLEMENTATION of necessary changes is the next vital step. Develop procedures that enable new and safer work practices to be implemented with minimal difficulty. Ensure that changes are clearly communicated to all relevant parties and that people are given support and guidance in making the changes.

E Once it has been determined that all the changes have been implemented, **MONITOR** the results. Have the risks decreased to a satisfactory standard? Are all measures being followed correctly? Informally monitoring risks should be an every day occurrence, however reviewing the above process, complete with checklists, twice per year is recommended. Ensure that all Risk Management data, checklists, reviews etc. are filed in an appropriate place as it is essential to keep back data on how your centre is systematically addressing risk management.

1.4 RDA Australia's Risk Management Policy

RDA aims to use the best practice in risk management to support and enhance our activities. RDA will ensure that risk management will be an integral part of all areas of the association and will play a vital role in our decision- making processes.

RDA will use structured risk management guidelines to minimise harm to people and horses, damage to property or environment or disruption to our service. Guidelines have been established, based on the Australian Standard AS/NZS 4360:1999, and everyone involved with risk management should use the processes set out in these guidelines.

RDA will train volunteers/ coaches to implement risk management effectively and will strive to continually improve risk management practices.

1.5 RDA Australia's Risk Management Implementation Procedure

The risk assessment process is intended to ensure, in a formal and strategic process, that risks are being appropriately managed at RDA centres.

RDA Australia recommends that centre management complete the following steps and that all data be kept securely at the centre.

- 1.** Read the Risk Management (RM) Policy and Guidelines
(These documents have been endorsed by the RDAA Council to be implemented throughout the Association)
- 2.** Assign a RM officer – to ensure that checklists are completed and necessary action and follow up occur.
- 3.** Appendix 1 – the Checklist – to be completed, either ticking or crossing action points that are or are not already in place.
- 4.** Place items that you are not currently doing (ie. Received a cross on the checklist) on the Risk Assessment Form – Appendix 2



5. Inspect your RDA Centre for any additional risks or hazards that are not covered on the checklist.
6. Add additional risks to the Risk Assessment Form (and the checklist for future inspections).
7. Using Appendix 3 & 4 assess the level of risk for each additional risk/ hazard that has been placed on the Risk Assessment Form.
8. Work through the Risk Assessment Form, starting with the highest risk items through to the lowest risk items. Complete all sections on the form.
9. Monitor and Review Risks and Hazards.
10. Repeat this RM process twice per year. For example, start of 1st term and 3rd term.
11. REFER TO THE **PROCESS OF RISK MANAGEMENT** – Appendix 12 for additional help in working through Risk Management.
12. If you have any questions **ASK** your State Coach, State Office or National Office.

2. RDA AUSTRALIA'S RISK MANAGEMENT GUIDELINES

Below are a set of guidelines for good risk management. Please note that the RDA Coaching and Carriage Driving manuals are a vital resource for understanding good practice and procedure.

3. TRAINING

In order to maintain the highest standard of care possible it is necessary to ensure that all involved with RDA are well informed and trained to an appropriate level for their involvement.

3.1 Coaches/ Whips

All coaches/ whips in RDA are accredited as part of the National Coaching Accreditation Scheme (NCAS), administered by the Australian Sports Commission (ASC)

For in depth information regarding the training of RDA coaches refer to the RDA Coaching/ Carriage Driving Manuals.

3.2 Volunteers

Volunteers involved with RDA should receive induction training by the centre in which they are active, receive the 'Volunteer Information Booklet', a copy of the Volunteer Management Policy and regular volunteer training sessions.



4. HANDLING HORSES

Any handling of horses should always be done by an experienced horse handler, who is familiar with the habits and personalities of the horses at the centre. Where possible there should be at least two people with the required experience.

4.1 Horses free in paddocks - General

- Always close the gates after you when entering and leaving paddocks

4.2 Feeding

- Be aware of your own position in relation to the horses and exit route from the paddock
- If a horse is known to be bossy when food is around the horse should be fed separately.
- Place feed far enough apart to avoid jostling and fights
- Put out enough portions so that all horses have their own
- Put out feed in an open area of the paddock (never near a gate or in a corner)

4.3 Catching & turning out horses (Separating)

- Whenever possible have one leader per horse
- Always have appropriate gear in good condition eg head collar & lead rope, rope halter
- If more than one horse is being turned out make sure that all handlers are not too close together and are ready to release the horses at the same time
- Be aware that some horses may become agitated when left alone in a paddock and take necessary precautions

4.4 Stabling

- All volunteers involved in stabling horses should be adequately trained in the safety issues concerned with Stabling as well as with horse behaviour issues.

4.5 Leading unmounted horses

- Horse handlers should at all times wear appropriate and safe clothing & foot wear
- Be aware of any specific environmental factors such as weather conditions or other activities which may frighten a horse and take appropriate precautions
- If more than one horse is being moved make sure adequate distance is left between horses

4.6 Training the horse from the ground

- These activities should always be done under the supervision of a qualified RDA coach/ whip

4.7 Tack maintenance

- Tack should not be left lying around in places where it could be tripped over or damaged



- Tack should be clean and in good repair. Worn tack should be repaired promptly or discarded

4.8 Saddling up/ Harnessing up

- This activity should be supervised by a qualified RDA Coach/ whip or nominated and minuted trained person.
- Should be carried out in a safe clearly defined area
- Required saddlery should be in an easily accessible place

4.9 Mounting and dismounting

- This activity should be supervised by a qualified RDA Coach/ Whip
- Should be carried out in a safe clearly defined area
- Volunteers should have received specific training in this procedure and be familiar with the riders/ drivers being mounted or dismounted (Refer RDA Coaching/ Carriage Driving Manuals)

4.10 Ridden activities in a confined spaces at the RDA Venue (eg Arena) (Rider = rider or driver)

- All riding must be supervised by a qualified RDA Coach
- All riders must wear approved helmets and foot ware.
- Arena must meet RDA accreditation requirements
- All riders must be registered and have paid their Rider Registration or the one off ride permission slip.
- Arena gate should be closed
- Arena should be free of any equipment or other items not directly being used in the session

4.11 Ridden activities in open spaces (eg trail rides) (Rider = rider or driver)

- This activity must be supervised by a qualified RDA Coach/ Whip
- All riders must wear approved helmets and foot ware.
- All riders must be registered and have paid their Rider Registration or the one off ride permission slip
- There should be enough volunteers for the activity to be held safely
- The route should have been checked for and cleared of potential hazards within a reasonable time prior to the commencement of the ride.

4.12 Other non riding RDA activities

- These activities should be held in a safe designated area, supervised by a suitably trained volunteer.

4.13 Carriage Driving and Vaulting

- These activities must be supervised by a suitably qualified Whip or coach in accordance with RDA Coaching manuals and specific discipline booklets.

5. GROUNDS

All venues at which RDA activities are conducted must have been accredited by a suitably qualified RDA person and have reached at least Band One Accreditation.



All people coming to the RDA centre should be familiarised with the layout of the grounds, advised where they can and cannot go, and made aware of any specific environmental factors which may pose a potential hazard.

5.1 Gates and Fencing

- Fencing should be checked regularly for signs of damage or need for repair and attended to promptly if repair is needed
- External gates should be kept closed during all RDA activities
- The means of securing gates should be in good working order and easy to use

5.2 Car, Bus, motor vehicle movement and parking

- Internal access roads and parking areas should be clearly designated and away from horse activity
- All traffic should travel at walking pace and vehicles should stop and give way to pedestrians and horses at all times

5.3 Ramps, stairs and rails

- All stairs and ramps should be soundly constructed, clearly marked, have hand rails and non slippery surfaces

5.4 Surfaces

- Check for any areas which can become slippery eg in winter, and take appropriate action to remedy

5.5 Storage areas

- Equipment and other items should be stored in an appropriate area or building away from riding and spectator areas.
- The building should be lockable

5.6 Other animals

- No other animals, including dogs, are allowed to be loose on RDA venues when RDA activities are in progress. (Guide dogs and accredited therapy dogs excluded) All other animals should be appropriately restrained and secured during RDA activities.

5.7 Trees

- Check for any trees which have low limbs or may present a problem such as spiky or poisonous leaves. Hazards should be removed or controls put in place.
- Any landscaping of garden beds etc. should be well planned and not interfere with horse or people movement

5.8 Fire hazards

- Check the venue for any potential fire hazards, remove them and have required equipment such as fire extinguishers available and regularly maintained. (check with state fire authority for state regulations)

5.9 Waste storage and collection

- Regular attention to remove any waste to an area where it will not pose a hazard and arrange regular removal from the site



5.10 Inspection after inclement weather

- Following any inclement weather the site should be inspected for damage and any hazards removed or repaired before activities resume (eg flooding, fences down, tree limbs blown down)

5.11 Water - dams, creeks and tanks

- Any water storage or water features should not be accessible to any visitors, especially children.

5.12 Stables and yards

- Stables and yards should be soundly constructed, well maintained and regularly checked for hazards.

6. EQUIPMENT

The centre management is responsible for ensuring that all equipment used both with horses, and generally at the venue, is sound, safe, in good repair and stored in a secure and appropriate place. Regular maintenance checks should be programmed to ensure that all equipment is serviced and maintained in good working order, by suitably trained people.

6.1 Maintenance equipment

- Any motor mowers, whipper snippers and other noisy or unusual equipment should not be used when RDA activities involving horses are being conducted.
- The centre management should approve identified people authorised to use such equipment and should be satisfied that the person has the necessary skills and experience to operate them safely.

6.2 Ramps and Hoists

- Use of ramps and hoists should be under the supervision of a RDA coach using trained volunteers.
- Ramps and hoists should conform to the requirements set out by RDA in the Coach Manual and other relevant policies and are to be used in accordance with these guidelines.

6.3 Play areas

- If a play area for siblings etc is provided it should be in an area away from horse and vehicle movement
- Parents/ carers should be advised that siblings or other children are their responsibility and that the parent/ carer should ensure they remain under the parent /carer's supervision at all times when at an RDA venue.

6.4 Kitchens, club houses and equipment

- The centre management committee is responsible for identifying who has access to such areas and under what supervision
- Equipment should be regularly checked and maintained



- Any potentially hazardous equipment such as urns, heaters etc should be placed where children can not inadvertently access them.

6.5 Storage areas

- All tack and equipment should be stored in a secure sound and lockable structure. Centre management is responsible for determining who has access to these areas.
- Keys should be issued at the discretion of the centre management and if keys are lost or misplaced locks may need to be changed

7. NON RIDING PEOPLE

The centre management has the responsibility for determining the following;

- Which areas are out of bounds and ensuring appropriate and clear signage is visible to indicate this clearly to visitors
- The centre rules on visitors to the centre such as where parents, visitors and siblings may have access.
- Children under 12 years of age should be under the control of a parent, guardian, carer, or other responsible adult at all times when visiting an RDA centre.
- Any other specific information that the centre management believes is necessary to ensure that people coming to the centre are clearly informed about all aspects of access, behaviour, and rules.
- The centre management have the right to refuse access to any party, whom they have reason to believe would create a risk to themselves or others.

8. OCCUPATIONAL HEALTH & SAFETY ISSUES

Occupational Health & Safety guidelines are a State Government responsibility, and therefore RDA centres should consult the State Association to obtain a copy of the guidelines relevant to each state. Although these guidelines are not legally compulsory for volunteer organisations, RDA recommends that they should be adhered to wherever possible.

8.1 Sun policy

- Refer to RDA Volunteer Information Booklet p.3 Centres should have sun screen available for volunteer use and encourage volunteers to wear a hat and long sleeves. A shaded area should be available and time in the sun should be kept to a minimum.

8.2 State guidelines

- A copy of the State Guidelines should be displayed at the RDA centre and Centre Management Committee should be familiar with these guidelines

8.3 Emergency procedure

- Refer to RDA Volunteer Information Booklet p. 8



8.4 Accident and incident reporting

- All centres should have an incident book in which all accidents/ incidents are recorded by the coach or nominated volunteer.
- The Coach on duty is responsible for accurate completion of an RDA Accident Report Form for any accident involving first aid or medical referral. Copy to be sent to State & National Body within one week. (for an example, see Appendix 7 and 8)

8.5 Lifting

- Refer to RDA Volunteer Information Booklet p. 10 to 17

8.6 First aid equipment, location, procedures

- All RDA coaches are first aid trained
- All centres should have an up to date First Aid Kit readily accessible at all times with contents to be as outlined in the RDA Coaching Manual
- Phone numbers of local doctor, hospital, vet, emergency number prominently displayed

8.7 Fire equipment and instructions

- All centres should have appropriate fire equipment and instructions clearly accessible according to State Fire regulation requirements.
- Regular fire drill should be included in volunteer training.
- An evacuation area should be identified and all personnel briefed about the evacuation procedure

8.8 Smoking

- Smoking only permitted in a safe designated area

8.9 Alcohol

- Alcohol is not permitted to be consumed prior or during RDA activities

8.10 Hazardous Substance

- Everyone who uses hazardous substances, including medications for horses and humans, should receive adequate information and training to use them safely and legally.
- Substances should be used and stored according to the labels and regulations for each specific substance.
- Protective equipment such as gloves, overalls and eyewear should be worn when using or cleaning up hazardous substances.

9. ADMINISTRATION

The management committee is responsible for all areas of administration for the centre. It is their responsibility to ensure that administration is carried out in an effective and appropriate manner.

9.1 Financial

- All financial records should be kept up to date



- Cheques should be signed by 2 designated people from the committee
- Financial records should be independently audited each financial year

9.2 Storage

- All paper work and records should be stored appropriately
- Records should only be accessed by appropriate persons
- Confidential records should be in a locked filing cabinet

9.3 Information Technology

- All computers/ office equipment should be in good working order
- Important information should be backed up regularly and backup files kept off site

10. INSURANCE/ LIABILITY POLICY

Over the last decade there has been a sharp increase in the number of cases of court litigation in regard to sport in general. Individuals and organisations know their legal rights and as a result the number of cases where sporting organisations have been sued has risen.

The global insurance situation is unstable at present and as a consequence premiums are liable to rise substantially despite organisations having a low claims record.

There are two possible ways in which civil action could be taken as a result of injury/loss

1. Assault or battery
2. Negligence

It is the purpose of this risk management policy to reduce the possibility of incidents occurring which may result in a claim under our Public Liability. Unintentional harm to others as a result of unsatisfactory levels of care or carelessness could be considered as negligence.

RDA Australia organises insurance cover on behalf of all accredited centres and State Associations. Policies are in place to cover the following;

- Public Liability
- Professional Indemnity
- Personal accident for volunteer workers
- Personal Accident for Riders
- Directors and Officers insurance
- National Office contents (National Office only)

Insurance cover for equipment is the responsibility of the centre, or in some cases the State Association may offer a centralised cover (check with State Association).

RDA Centre Management Committees and coaches are expected to be familiar with the scope of RDA Insurance and these Guidelines.

It should be noted that:



- **At no time should RDA personnel admit liability** for any accident or incident (If liability is acknowledged RDAA's insurance may no longer be valid)
- **All RDA Policies have an excess** in place. Therefore there are some costs which are not able to be recovered by the claimant even when an accident claim is accepted. The excess for volunteer personal accident is payable by the person/ party making the claim.
- Under Personal Accident Insurance, government legislation prohibits cover being provided for expenses covered by Medicare or private medical insurance, and will not cover the gap between the recommended charge and the actual charge made for medical service.
- No centre management committee or personnel may sign any type of indemnity form for a third party without consultation with National Office.
- If in any doubt at all about action required, the centre should contact the State or National office for advice on appropriate action

11. REFERENCES

- ¹ HB 246 – 2002 Guidelines for Managing Risk in Sport and Recreation. Council of Standards Australia. 2002
- Australia and New Zealand Standards – Risk Management, AS/NZS 4360:1999
- Industry code of practice, horse riding schools, trail riding establishments and horse hiring establishments 2002. Queensland Government.
- The Keys to Successful Design and Implementation of a Risk Management Program. Ian Fullagar.
- Negligence issues in sport. “The duty to provide proper sporting equipment and facilities” James Paterson
- Insurance Book. RDAA. AON Risk Service
- Melbourne University EHS Manual, Risk Assessment Forms.
- ASC – Risk Management for Directors and Board Members of National Sporting Organisations

12. APPENDICES

Below is a brief description of how/ when each of the appendices should be used.

1 Risk Management Checklist

The checklist is to be completed a minimum of every 6 months.

Tick off items that are currently in place, eg. All coaches are NCAS accredited.

For those items that you are not currently addressing use Appendices 2, 3 & 4 to assess the risk level so that you can prioritise which risks need to be addressed first.

This checklist is not an exhaustive list of all risks/ hazards around a RDA centre.

* Please feel free to add your own specific items onto the table.



2 Risk Assessment Form

As mentioned above use this table with table 3 to assess the level of risk of those checks you are not currently doing.

This table is designed to help identify the risks, decide on action needed and then with the help of appendix 3 prioritise in order of risk level. It is important to put down dates and responsible parties to ensure the action is followed up.

Also use these tables to assess the risks of any other hazard that has not been included on the above checklist.

3 Risk Level Table

The risk level table is used to determine whether the potential hazard is of high or low risk. The higher the risk the more urgently the hazard needs to be dealt with. A description of each consequence and likelihood is found in Appendix 4.

4 Risk likelihood and consequence scales

Use these tables to help you decide what the likelihood and consequence of a risk eventuating.

5 Membership form

This is to be filled out by all registered riders/ drivers. If the rider is under 18 or unable to legally sign, the form must be filled out by a parent or legal guardian. This form is to be used as a registration form as well as a legal document containing waivers and disclaimers. Ensure that those signing the form have read it fully and have understood its contents.

A copy of the form needs to be given to the rider/ driver, one kept at the centre and one sent to the State office with registration payment.

6 Medical Consent Form

Any rider/ driver that indicates they have a disability or medical condition on the Membership form (section 5 on application form) must have a Medical Consent Form completed by a medical practitioner before participating RDA equestrian activities.

7 Accident Report Form

To be used where any accident happens to a rider/ volunteer/ coach where first aid is applied. One copy to be kept at the centre, one copy to be sent to the State and one to the National office.

8 Incident Report form

In the event of any incident involving a participant at an RDA centre, which involves a fall, a sudden illness, or minor out of the ordinary occurrence, the coach in charge needs to complete the Incident Report Form and send the original home with the participant, teacher or parent/guardian.

The duplicate form must be stored at the centre, securely on file as a record.

In the case of any incident where an injury requires First Aid, or medical attention, the incident report form is sent with the participant ,and in addition an RDAA Accident Report Form should be completed in the usual manner.

9 A. Hire of Facilities Agreement - Individuals

To be used when hiring out a centres arena/ facilities to members of the general public/ EFA members or other individuals. The centre is responsible for filling out



details such as the fee charged, the terms and services provided as part of the hire agreement.

* Note: Individuals are not required to have their own insurance, although they must understand that they ride/ hire the facility at their own risk. They will NOT be covered by RDA insurance.

9 B. Hire of Facilities Agreement – Organisations

To be filled out by organisations, eg. EFA club, Pony Club, Scout Group, who wishes to hire a centres arena or facilities. The centre is responsible for filling out details such as the fee charged, the terms and services provided as part of the hire agreement.

* Note: the group/ organisation hiring the facility needs to have their own public liability insurance and therefore are NOT covered by RDA's insurance.

10 One session rides by non RDA members

This is to be used for “come and try” or “assessment” days for non RDA members. Note that insurance is not provided for these riders.

11 Competition waiver for non Members

This is to be filled out and signed by all competitors at an RDA organised event, eg. Dressage day, trail ride, combined training day etc. RDA members do not need to complete this form although they should be registered as competitors on the day.

12 Process of Risk Management

This is to go on your centre's notice board so that people remember the process of Risk Management. Remember Managing Risk is something we do every day at all times.

Just make sure that you are

Spotting the hazard

Assessing the risk

Fixing the problem

Evaluating the results 1

**APPENDIX 1****RDA Risk Management Checklist**

Note: "rider" refers to any participant in an RDA equestrian activity

DATE	# in the RM guide	RISK MANAGEMENT CHECKS (refer to guidelines for what is considered appropriate)	Yes /No v / X	Review date
	3.1	All coaches/ Whips NCAS accredited		
	3.2	All Volunteers received induction training and appropriate information documents		
	4.1	Paddock Gates kept closed at all times		
	4.2	Feeding horses is conducted in appropriate manner		
	4.3	Catching & turning out horses conducted in appropriate manner		
	4.4	Volunteers trained in safety issues for stabling horses		
	4.5	Leading unmounted horses conducted in appropriate manner		
	4.6	All horse training done under RDA coach/ whip supervision		
	4.7	All tack put away properly and kept clean and in good repair		
	4.8	Saddling up always done under coach/ whip supervision or nominated volunteer		
	4.9	Mounting and Dismounting done in a safe area, under coach/ whip supervision		
	4.10	Riding arena accredited with RDA and well maintained		
	4.10/ 4.11	All riders registered and have paid their Rider Registration or the one off rider fee		
	4.10/ 4.11	Riding/ Driving/ Vaulting only carried out under coach supervision		
	4.11	Outside riding routes checked for potential hazards		
	4.12	All non riding activities carried out in safe designated area, supervised by suitably trained volunteer		
	4.13	Carriage driving supervised by qualified Whip, in accordance with carriage driving manual		
	5.1	Gates and fences checked regularly, and kept closed		
	5.2	Parking areas clearly marked and separate from horse activities, traffic travelling at appropriate pace for area		
	5.3	Stairs and ramps soundly constructed, clearly marked, have hand rails and non slip surfaces		



	5.4	Surfaces checked for safety after inclement weather		
	5.5	Equipment stored in appropriate lockable area		
	5.6	No other animals allowed loose on RDA grounds while activities in progress		
	5.7	Trees/ plants checked for safety – low limbs, poisonous		
	5.8	Fire hazards removed, appropriate fire extinguishers available and current		
	5.9	Waste stored and removed at appropriate times		
	5.10	Site checked after any inclement weather for potential hazards		
	5.11	Water – tanks, dams, creeks safely fenced – not accessible by visitors		
	5.12	Stables and yards well maintained and regularly checked for hazards		
	6.1	Maintenance equipment only used by appropriate person and never while RDA activities are in progress		
	6.2	Ramps and hoists comply with regulations and only used under coaches supervision		
	6.3	Play areas away from horses and vehicles, and supervised by parents		
	6.4	Kitchens only accessed by appropriate people, equipment safe and hazards stored appropriately		
	6.5	Storage area keys only issued at discretion of centre management.		
	7	Out of bounds areas clearly marked		
	7	Centre rules clearly visible		
	7	Children under 12 supervised by adults		
	8.1	Sun screen available for all volunteers and “sun smart” attire worn by all		
	8.2	State Guidelines readily available at the centre, Management familiar with these		
	8.3	Emergency procedures familiar to all volunteers/ workers and clearly displayed		
	8.4	All accidents and incidents are recorded in the appropriate manner		
	8.5	All lifting completed in safe and appropriate manner		
	8.6	First Aid Kit readily available , all coaches first aid trained		
	8.6	Emergency numbers, including local Doctor, Vet, Hospital prominently displayed.		
	8.7	Fire drills conducted, all volunteers aware of procedures and location of equipment		



APPENDIX 2

RISK ASSESSMENT FORM

Risk Description	Location	Risk Level	Action Plan	Completion Date	Responsible party/ person	Action Completed Date/ Signature	Review Date
<i>Eg. Horses escaping due to gates being left open</i>	<i>Front of property, entrance to arena.</i>	<i>High</i>	<i>Place signs on gates stating they need to be shut at all times. Designated person to check that the gate is closed before each session.</i>	<i>1st June 02</i>	<i>Jo Blogs, senior volunteer</i>		<i>6 months time 1.12.02</i>



APPENDIX 3

To be used in conjunction with Appendix 4

RISK LEVEL TABLE

		CONSEQUENCE				
		INSIGNIFICANT	MINOR	MODERATE	MAJOR	CATASTROPHIC
L I K E L I H O O D	ALMOST CERTAIN	High	High	Extreme	Extreme	Extreme
	LIKELY	Medium	High	High	Extreme	Extreme
	POSSIBLE	Low	Medium	High	Extreme	Extreme
	UNLIKELY	Low	Low	Medium	High	Extreme
	RARE	Low	Low	Medium	High	High



APPENDIX 4

Use these scales to help identify the risk level of a potential hazard – see appendix 3

CONSEQUENCE SCALE

RATING	POTENTIAL CONSEQUENCE How severely could it hurt someone? What impact would it have on RDA?
CATASTROPHIC	Death, permanent injury RDA would be permanently disbanded – put out of business
MAJOR	Serious bodily injury RDA severely affected
MODERATE	Casualty treatment Considerable effort to rectify situation
MINOR	First aid only Easily remedied
INSIGNIFICANT	Very small impact, easily rectified in normal processes

LIKELIHOOD SCALE

RATING	LIKELIHOOD How likely is it that it will occur?
ALMOST CERTAIN	Will probably occur, could occur several times in a year
LIKELY	High probability, likely to occur in a year
POSSIBLE	Reasonable likelihood that it may occur
UNLIKELY	Plausible, could occur
RARE	Very unlikely but not impossible



Riding for the Disabled Association of Australia Inc.
RDAA MEMBERSHIP APPLICATION and DECLARATION

APPENDIX 5

I [insert name] of

[insert address] hereby apply for membership of RDAA. In so applying and in consideration of my application for membership being accepted **I acknowledge and agree** that:

1. **“RDAA”** for the purposes of this membership application and declaration means and includes the Riding for the Disabled Association of Australia Incorporated, its members (including Member States and Centre Members) and where the context so permits, their respective directors, officers, members, servants or agents.
2. **If accepted I will be a member** of [insert Centre Member], [insert Member State] and RDAA.
3. **This document cannot be amended.** If I do amend it my application will be null and void. It cannot be accepted by RDAA.
4. **Insurance** is in place that provides limited cover to me whilst I am performing or participating in any authorised or recognised RDAA activity (“**RDAA Activity**”). (*For insurance details contact RDA National Office.*) I can, in my own interests, seek and obtain personal insurance over and above the cover provided by RDAA.
5. **The RDAA Constitution** is a contract between me and RDAA. I will be bound by it and any By-Laws made under it. It is necessary and reasonable for promoting RDAA and riding for the disabled. For the avoidance of doubt, I acknowledge and agree to comply with the Constitutions and By-Laws of RDAA, [insert Member State] and [insert Centre Member] if my application is accepted.
6. **Warning:** Riding (including but not limited to recreational and therapeutic riding) can be inherently dangerous. Serious accidents can and often do happen which may result in me being injured or even killed. I have voluntarily read and understood this warning and accept and assume the inherent risks in riding (including but not limited to recreational and therapeutic riding).
7. **Exclusion of Liability:** Except where provided or required by law and such cannot be excluded, I agree that it is a term of my membership (if accepted) that RDAA is absolved from all liability however arising from injury or damage however caused (whether fatal or otherwise) arising out of my membership and/or participation in any RDAA Activity. I acknowledge that the services and benefits I receive under my membership are “recreational services” as defined under the *Trade Practices Act 1974*. Where I am a consumer, as defined by any relevant law, certain terms and rights may be implied into a contract for the supply of goods or services for my benefit. I acknowledge that these terms and rights, and any liability of RDAA flowing from them, are expressly excluded, restricted or modified by these membership terms and conditions.
8. **Release and Indemnity:** In consideration of RDAA accepting my application for membership I:
 - (a) release and forever discharge RDAA from all Claims that I may have or may have had but for this release arising from or in connection with my membership and/or participation in any RDAA Activity; and
 - (b) indemnify and hold harmless RDAA to the extent permitted by law in respect of any Claim by any person including but not only another Member of RDAA arising as a result of or in connection with my membership and/or participation in any RDAA Activity.

In this **clause 8 “Claims”** means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising but does not include a claim in respect of any action, suit, etc made by any person entitled to make a claim under a relevant RDAA insurance policy or under the RDAA Constitution or any By-Laws.
9. **Fitness to Participate:** I declare that I am and must continue to be medically and physically fit and able to participate in any RDAA Activity within my range of abilities. I am not and must not be a danger to myself or to the health and safety of others. I will immediately notify RDAA in writing through my Centre Member or Member State of any change to my fitness and ability to participate. I understand and accept that RDAA will continue to rely upon this declaration as evidence of my fitness and ability to participate. I acknowledge that if I have or have had any medical condition or disability (eg. physical, intellectual, psychiatric or behavioural) I am required to submit with this application a medical consent form completed by a medical practitioner. Further, I acknowledge that RDAA may in its reasonable discretion require me to provide a medical consent form completed by a medical practitioner even if I have declared that I do not have or have not had a medical condition or disability.
10. **Medical Treatment:** I consent to receiving any medical treatment that RDAA considers necessary or desirable during a RDAA Activity. I also agree to reimburse RDAA for any costs or expenses incurred in providing me with medical treatment.
11. **Privacy:** I understand that the information I have provided overleaf is necessary for the objects of RDAA. I acknowledge and agree that the information will be disclosed by my Centre Member to the Member State and RDAA and will only be used for the objects of RDAA and to provide me with membership services. I understand that I will be able to access my information through my Centre Member and/or Member State. If the information is not provided my membership application may be rejected.
12. **Copyright in photographs and right to use:** I acknowledge and consent to photographs being taken of me during my participation in RDAA Activities. I acknowledge that the photographs are owned by RDAA.
RDAA may use the photographs for promotional or other purposes without my further consent being obtained. Yes No
13. **I have provided the information required overleaf and signed both sides of this form .** I warrant that all information provided is true and correct.



Riding for the Disabled Association of Australia Inc.

I have read, understood, acknowledge and agree to the above declaration including the warning, exclusion of liability, release and indemnity. I acknowledge that if my application for membership is successful I will be entitled to all benefits, advantages, privileges and services of RDAA membership.

Signed: Date:

Name:

Where the applicant is under 18 years of age or cannot provide informed consent this form must also be signed by the applicant's parent or legal guardian.

I,..... am **the parent or guardian** of the applicant. I expressly agree to be responsible for the applicant's behaviour and agree to personally accept the conditions set out in this membership application and declaration including the provision by me of a release and indemnity in the terms set out above.

Parent's signature: Date:

(where applicant under 18 y.o or unable to legally sign)

Name:

1. APPLICATION FOR MEMBERSHIP

MEMBERSHIP YEAR 20__

PLEASE USE BLOCK LETTERS

CENTRE MEMBER NAME _____

2. PERSONAL DETAILS

I hereby apply for membership of RDAA. I have read, understood, acknowledge and agree to the declaration and application over leaf. I have signed that declaration and application.

NEW MEMBERSHIP RENEWING

SURNAME _____

FIRST NAME _____ MIDDLE NAME _____ TITLE _____ (Mr, Mrs, Ms, Miss, Dr, Rev, other)

ADDRESS _____ CITY _____

STATE _____ POSTCODE _____

PHONE: WORK _____ HOME: _____ FAX: _____

MOBILE : _____ EMAIL: _____

MALE FEMALE DATE OF BIRTH ____/____/____ AGE AS OF 1ST JANUARY IN CURRENT YEAR _____

OCCUPATION: _____

3. EMERGENCY CONTACT

SURNAME _____ GIVEN NAME _____

ADDRESS _____

POSTCODE _____

PHONE: WORK _____ HOME _____ FAX: _____

MOBILE: _____ RELATIONSHIP: _____

4. DISABILITY CATEGORY (Tick one box only) A. Rider with Intellectual disability B. Rider with Physical disability C. Rider with Cerebral Palsy D. Rider with Vision Impairment/Blindness E. Rider with Hearing Impairment/Deafness F. Rider with Autism G. Rider with Learning/Behavioural Difficulty H. Riders with Psychiatric Condition I. Rider with Multiple Disability J. Rider with Down Syndrome K. Non RDA rider L. Other**5. MEDICAL DETAILS**

If you have or have had any medical condition or disability (eg. physical, intellectual, psychiatric or behavioural) it may affect your efficiency as a member of a Centre Member, your safety and the safety of the public. Do you have or have you had any medical condition or disability (eg. physical, intellectual, psychiatric or behavioural)?

YES NO

If YES, you will be required to submit with this application a medical consent form completed by a medical practitioner. A medical consent form is available from State office. RDAA may in its reasonable discretion require you to provide a medical consent form completed by a medical practitioner even if you have declared that you do not have or have not had any medical condition or disability.

6. DECLARATION I have read, understood, acknowledge and agree to the declaration and application and conditions of membership over leaf. I have signed that declaration and application. I warrant that all information provided is true and correct.

SIGNATURE _____ DATE: _____

7. PARENT/LEGAL GUARDIAN CONSENT (IN RESPECT TO AN APPLICANT UNDER THE AGE OF 18 YEARS OR WHERE INFORMED CONSENT CANNOT BE PROVIDED)

I have read, understood, acknowledge and agree to the declaration and application and conditions of membership over leaf and I personally consent to the declaration and application for membership of the applicant.

SURNAME _____ GIVEN NAMES: _____

SIGNATURE: _____ DATE: _____

8. OFFICE USE ONLY

Date Application received ____/____/____ Amount paid: \$ _____ Receipt No.: _____

Accepted / Rejected by Centre Member Management – Date ____/____/____

Paid to Date: ____/____/____

Signature of Centre Member Officer: _____

WHITE COPY: to Member State YELLOW COPY: to Centre Member PINK COPY: to Applicant



APPENDIX 6

RDA MEDICAL CONSENT FORM

Riding for the Disabled Association is a not for profit organisation providing a range of equestrian activities for people of all ages with a disability.

This Document comprises the following;

INFORMATION SHEET

SECTION A – Participant Information

SECTION B - MEDICAL FORM

SECTION C –

SECTION D -

REVIEW Form

- about the consent form
- for Parent, Guardian or Rider over 18
- for your usual Medical Practitioner
- applicable to riders with Down Syndrome
- applicable to riders with Spinal Fusion
- for conditions which are not stable

All potential participants, or their responsible parent, guardian, or legal advocate must have read, understood and signed the Membership Form and completed Section A of the MCF
The applicant's usual Medical Practitioner must complete Section B, the Medical Form.

RDA has a duty of care to all participants and as part of that duty each participant must complete a Medical Form as part of the registration process.

The primary purpose of the Medical Form is to have a medical practitioner verify that the participant does not have any condition which is a contra indication for equestrian activities.

For applicants with Down Syndrome, Section C must be also completed, and for applicants with Spinal fusion, Section D must be completed by the Medical Practitioner.

The information provides the basis for the RDA coach to develop the most appropriate and suitable activities for each participant given their presenting condition.

In order to complete the rider registration process the name and address of the participant and summarised information as listed on the Membership Form, is forwarded to State & National Offices for annual survey purposes, but the information is not used for any other purpose.

The Medical Form:

- Is a confidential document which is held in secure conditions by the RDA Centre.
- Must be completed fully by the applicant's registered Medical Practitioner
- Once the participants application is processed, the information contained in the Form is stored securely, and is accessible only to the RDA Coaches at the centre for the purposes of developing the rider's program and reviewing progress.
- Will not be used for any other purpose.
- Is accessible to the participant, parent /guardian at their request.
- For any condition which is not stable, and may improve or degenerate over time, the medical consent must be reviewed at least every three years or more often as the condition requires.



NOTE:

1. The completed , **Section A**, must be attached to the completed Membership Form plus the Medical Form, **Section B**, and returned to the Coaching Coordinator at the RDA Centre in order for your application to be processed.
2. Please be aware that some centres have a waiting list and there may be a time delay between completing these forms and commencing participation.

The Coaching Coordinator RDA CENTRE (ADDRESS to be included by the centre)

.....

.....P Code.....

Phone.....

SECTION A (Current from 2003) CONFIDENTIAL

PARTICIPANT INFORMATION

Name of ParticipantDate of Birth.....

Address

..... P' CodeTelephone No.....

HeightWeightMale/Female.....

Nature of Disability

Age of onset of disability

Any other relevant information.....

.....

Member of the Ambulance Service Yes / No M'ship No.

**SECTION B –
MEDICAL FORM (2002) CONFIDENTIAL**

Please use block letters

Name of participant Date of birth



Name of Medical Practitioner

Address

Telephone No

Diagnosis

Brief History (if applicable)

Does the participant have: (please ensure ALL questions are answered)

1.	Medication	Yes	No	17.	Heart Problems	Yes	No
2.	Epileptic fits	Yes	No	18.	Drainage Devices	Yes	No
3.	Fainting Turns	Yes	No	19.	Paralysis	Yes	No
4.	Postural Hypotension	Yes	No	20.	Flaccidity	Yes	No
5.	Hypertension	Yes	No	21.	Allergies	Yes	No
6.	Impaired Hearing	Yes	No	22.	Muscle overactivity	Yes	No
7.	Impaired Sight	Yes	No	23.	Inflammation or pain		
8.	Impaired Speech	Yes	No		in the joints	Yes	No
9.	Impaired Sensation	Yes	No	24.	Impaired Bladder /		
10.	Impaired Balance	Yes	No		Bowel control	Yes	No
11.	Impaired Circulation	Yes	No	25.	Use of any Splints/ Braces		
12.	Asthma	Yes	No		Corsets/Prostheses	Yes	No
13.	Cranial Shunt	Yes	No	26.	Is the participant a carrier		
14.	Diabetes	Yes	No		of any infectious disease	Yes	No
15.	Skin Problems	Yes	No	27.	Scoliosis	Yes	No
16.	Chronic Airways	Yes	No				

28.	Intellectual Disability	Yes	No	Specific Learning Difficulty	Yes	No	
	Developmental Delay	Yes	No	Level of support required	HIGH	MED	LOW

29.	Down Syndrome	Yes	No	if YES, SECTION C, must be completed as further medical information is required BEFORE we can consider this applicant.
-----	---------------	-----	----	---

30.	Spinal Fusion	Yes	No	if YES, SECTION D, must be completed as further medical information is required BEFORE we can consider this applicant.
-----	---------------	-----	----	---

Please provide FULL details of any YES answers:

.....

.....

.....

..... **Cont page 5**

If relevant, please outline any other medical condition or information which may affect the participants response to exercise and relevant precautions to be taken, or any particular types of leisure activities from which the participant should be excluded for health reasons.

.....



.....

Over and above the normal risks of such activities, it seems reasonable, in my opinion, for the above named person to take part as an active participant in RDA activities. In this regard, I understand that a RDA Coach or other appropriate person(s) associated with RDA, will assess the suitability of activities based on the medical advice given above.

Signature of the Medical Practitioner Date

Completed Sections A & B to be returned to the RDA Centre indicated in the box on Page 2 of this document.

Section C and Section D to be returned if applicable

THANK YOU



SECTION C –

ADDITIONAL INFORMATION
FOR APPLICANTS with DOWN SYNDROME

CONFIDENTIAL

RDA Policy requires that riders with Down Syndrome have a Medical Practitioner, who is aware of the possibility of Atlanto Axial Instability in people with Down Syndrome, complete this form, as well as the general Medical Form, (Section B). To minimise risks to our riders, we ask that both the parent, and Medical Practitioner read the attached information & confirm below:

Name of participant **Date of birth**

Over and above the normal risks of such activities, it seems reasonable, in my opinion, for the above named person to take part as an active participant in RDA activities

YES / NO

Do you feel that an annual review of the client is necessary?

YES / NO

Name, Signature and Telephone Number of the Medical Practitioner

Name: Signature:
(BLOCK LETTERS PLEASE)

Telephone: Date

Attach the completed form to Section B and return to the nominated RDA centre on Page 2.



ADDITIONAL INFORMATION FOR APPLICANTS
with SPINAL FUSION

CONFIDENTIAL

RDA Policy requires that riders with a Spinal Fusion (eg Harrington or CD Rods) must be examined by an Orthopaedic Specialist **prior** to the commencement of a riding program.

To be completed by an Orthopaedic Specialist / Medical Practitioner

Name of participant **Date of birth**

Over and above the normal risks of such activities, it seems reasonable, in my opinion, for the above named person to take part as an active participant in RDA activities **Yes No**

Further comments where necessary:

.....
.....
.....
.....
.....

Name, Signature and Telephone Number of the Orthopaedic Specialist / Medical Practitioner

Name: Signature:
(BLOCK LETTERS PLEASE)

Telephone: Date

Attach the completed form to Section B and return to the nominated RDA centre on Page 2.



Riding for the Disabled Association of Australia Inc.

Over and above the normal risks of such activities, it seems reasonable, in my opinion, for the above named person to take part as an active participant in RDA activities Yes No

Name, Signature and Telephone Number of the Medical Practitioner

Name: (BLOCK LETTERS PLEASE)

Signature:

Telephone: Date

Form Current from December 2001



CONTRAINDICATIONS FOR RIDING WITH RDA

Conditions for which clients MUST NOT ride:

- Pathological fractures
- Severe osteoporosis
- Uncontrolled seizures
- Acute stage rheumatoid arthritis
- Open pressure sores, open wounds
- Unstable spine, including subluxation of cervical spine
- Moderate agitation with severe confusion
- Disruptive or unreliable behaviour which is unacceptable to the coaches and other participants in the group
- Atlanto-Axial Dislocation (ADC) or significant subluxation in Down Syndrome
- Advanced multiple sclerosis and muscular dystrophy
- Haemophilia
- Acute herniated disc
- Degeneration of the hip joint
- Excessive weight obesity

Conditions for which horse riding MAY NOT be recommended:

- Very poor endurance
- Excessive pain resulting from riding
- Excessive structural scoliosis, until permission is given by an orthopaedic specialist
- Spinal fusion (eg. Harrington or CD rods) until permission is given by an orthopaedic surgeon
- Significant allergies to horse hair, dust, grain, grass, hay, hay fever
- Recent surgery until permission is given by surgeon
- Serious heart condition
- Dislocation or dysplasia of hip if excessive pain is caused
- Drug dosage resulting in physical states inappropriate to the riding environment
- Paralysis of the gluteal muscles and abdominal muscles
- High level of spinal cord paralysis or significant asymmetry of muscle paralysis.



CONTRAINDICATIONS FOR CARRIAGE DRIVING WITH RDA

Conditions for which clients MUST NOT participate in Carriage Driving:

- Uncontrolled seizures
- Open pressure sores, open wounds
- Moderate agitation with severe confusion
- Excessive pain resulting from carriage driving
- Disruptive or unreliable behaviour which is unacceptable to the whip and other participants in the group

Conditions for which Carriage Driving MAY NOT be recommended:

- Significant allergies to horse hair, dust, grain, grass, hay, hay fever
- Recent surgery until permission is given by surgeon
- Drug dosage resulting in physical states inappropriate to the carriage driving environment
- Excessive weight obesity
- Profound intellectual disability



APPENDIX 8

INCIDENT REPORT FORM



RIDING FOR THE DISABLED AUSTRALIA
INCIDENT REPORT

Date..... Time..... Centre

Name of Rider/ Driver/ Vaultter

HISTORY

What Happened

.....
.....

How

.....

ADVICE GIVEN

.....

.....

.....

Coach/ Whip Signature

Copy given to

Accident Report needed Yes No



APPENDIX 9 A

VENUE HIRE LICENCE AGREEMENT - INDIVIDUALS

THIS AGREEMENT is dated

PARTIES

RIDING FOR THE DISABLED ASSOCIATION [INSERT FULL NAME] of [INSERT ADDRESS] (“Licensor”)

and

[INSERT NAME OF INDIVIDUAL HIRING CENTRE] of [INSERT ADDRESS] (“User”)

RECITALS

- A. The Licensor [is the owner of / has a right to use and grant a licence in relation to] the Centre.
- B. The Licensor grants to the User and the User accepts the right to use the Licensed Area at the Centre on the terms and conditions set out in this agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

In this agreement unless the context otherwise requires:

Centre means [insert Centre subject to the Licence].

Claims means all actions, suits, proceedings, causes of action, damages, losses, demands, moneys, costs and expenses whatsoever and howsoever arising or incurred.

Commencement Date means the date set out in **schedule item 2**.

Fee means the amount set out in **schedule item 7**.

Licensed Area means the area set out in **schedule item 5**.

Services means the services set out in **schedule item 6**.

Term means the period of this Agreement, which is set out in **clause 4**.

Termination Date means the date set out in **schedule item 2**.

2. GRANT OF RIGHTS

- 2.1 Subject to the User complying with this agreement, the Licensor grants to the User the right to use the Licensed Area solely to provide the Services for the Term and otherwise on the terms and conditions of this agreement.
- 2.2 The User agrees to use the Licensed Area to provide the Services at the Centre for the Term and otherwise on the terms and conditions of this agreement.

3. FEE

In consideration of the grant in **clause 2.1**, the User shall pay to the Licensor the Fee.



4. TERM

Subject to **clause 11**, this agreement shall commence on the Commencement Date and shall expire on the Termination Date. The User will have the right to use the Licensed Area during the period set out in **schedule item 4**.

5. USE

5.1 The User is not permitted to use the Licensed Area for anything other than provision of the Services.

5.2 The User acknowledges that the Licensor makes no warranty as to the nature of the Licensed Area and whether it is fit and proper for the Services.

6. OBLIGATIONS OF USER

The User will ensure: -

- a) the Licensed Area is cleaned and maintained;
- b) that due and reasonable care of the Licensed Area and all fixtures, fittings and chattels under its control is taken;
- c) all entrance gates to the Licensed Area are closed at all times;
- d) all horses are under control at all times and no other loose animals (including dogs) are allowed in the Licensed Area;
- e) the height of any temporary barriers are of sufficient height and substance (in accordance with regulations) to confine a horse safely within the Licensed Area;
- f) children are under the control of a responsible adult at all times;
- g) no person smokes in the Licensed Area;
- h) no person consumes alcohol in the Licensed Area without prior authorisation;
- i) [insert additional obligations as required by regulations. Appendix 1 includes additional examples].

7. REPRESENTATION

The User or any of its agents, employees or contractors are not at any time to represent themselves as employees or agents of the Licensor.

8. ASSIGNMENT

The User is not to assign or sub licence all or any part of the Licensed Area without the prior written approval of the Licensor.

9. INSURANCE

9.1 The User acknowledges that the Licensor's insurance will not extend to the User.

9.2 The User will use the Licensed Area at their own risk and will be responsible for taking out appropriate insurance including but not limited to public liability insurance.

10. RELEASE AND INDEMNITY

10.1 The User releases and forever discharges the Licensor and their respective officers, servants and agents, from and against all Claims which it now has or may at any time in the future have, related to or in connection with this agreement or the Services.



- 10.2 The User is liable for and agrees to indemnify and keep indemnified the Licensor and its respective officers, servants and agents against any and all damages, expenses and liabilities arising from any Claims commenced by any person in relation to or arising from:
- (a) any breach by the User of this agreement;
 - (b) the provision of the Services under this agreement;
 - (c) the use by the User or any person under its control, of the Licensed Area;
 - (d) any other activities in connection with the User's use of the Licensed Area.

11. TERMINATION

This agreement may be terminated prior to the end of the Term:

- (a) by written agreement of both parties; or
- (b) by the Licensor giving written notice to the User if, at any time during the Term, the User fails to meet any of its obligations under this agreement and such failure continues for more than fourteen days after the Licensor has given written notice of the failure to the User.



EXECUTION

SIGNED FOR AND ON BEHALF of)
RIDING FOR THE DISABLED)
ASSOCIATION [TO BE COMPLETED])
by an authorised)
officer in the presence of:)
)

Signature of Witness

Signature of Officer

Name of Witness (please print)

SIGNED by [INSERT NAME OF INDIVIDUAL)
HIRING CENTRE] in the presence of:)
)
)
)
)

Signature of Witness

Signature of User

Name of Witness (please print)



Riding for the Disabled Association of Australia Inc.

SCHEDULE

Item 1: Date of Agreement

Item 2: Commencement Date

Upon execution of this agreement by both parties.

Item 3: Termination Date

[Insert date]

Item 4: Duration

[Insert day, time, etc which User may use the Licensed Area]

Item 5: Licensed Area

[Insert details - Centre if whole area or part of Centre] as shown on the diagram set out in Attachment A [delete if the whole Centre is being licensed]

Item 6: Services

[Insert details of what Licensed Area will be used for]

Item 7: Fee

[Insert amount] payable
[Insert when amount is payable]



Riding for the Disabled Association of Australia Inc.

ATTACHMENT A

The Licensed Area



APPENDIX 1

ADDITIONAL OBLIGATIONS WHICH MAY BE INCLUDED UNDER CLAUSE 6

- it complies with the procedure for opening and closing the Licensed Area as outlined by the committee of the Licensor;
- it uses the pedestrian entry from [insert] and horse entry from [insert];
- a maximum of four horses are worked at any one time, unless under the control of a qualified NCAS instructor.

NOTE: Other specific obligations may be added as seen fit by the RDA centre management committee.



APPENDIX 9 B

VENUE HIRE LICENCE AGREEMENT - ORGANISATIONS

THIS AGREEMENT is dated

PARTIES

RIDING FOR THE DISABLED ASSOCIATION [INSERT FULL NAME] of [INSERT ADDRESS] (“Licensor”)

and

[INSERT NAME OF ORGANISATION HIRING CENTRE] of [INSERT ADDRESS] (“User”)

RECITALS

- A. The Licensor [is the owner of / has a right to use and grant a licence in relation to] the Centre.
- B. The Licensor grants to the User and the User accepts the right to use the Licensed Area at the Centre on the terms and conditions set out in this agreement.

IT IS AGREED as follows:

DEFINITIONS AND INTERPRETATION

In this agreement unless the context otherwise requires:

Centre means [insert Centre subject to the Licence].

Claims means all actions, suits, proceedings, causes of action, damages, losses, demands, moneys, costs and expenses whatsoever and howsoever arising or incurred.

Commencement Date means the date set out in **schedule item 2**.

Fee means the amount set out in **schedule item 7**.

Licensed Area means the area set out in **schedule item 5**.

Services means the services set out in **schedule item 6**.

Term means the period of this Agreement, which is set out in **clause 4**.

Termination Date means the date set out in **schedule item 2**.

2. GRANT OF RIGHTS

2.1 Subject to the User complying with this agreement, the Licensor grants to the User the right to use the Licensed Area solely to provide the Services for the Term and otherwise on the terms and conditions of this agreement.

2.2 The User agrees to use the Licensed Area to provide the Services at the Centre for the Term and otherwise on the terms and conditions of this agreement.

3. FEE

In consideration of the grant in **clause 2.1**, the User shall pay to the Licensor the Fee.



4. TERM

Subject to **clause 11**, this agreement shall commence on the Commencement Date and shall expire on the Termination Date. The User will have the right to use the Licensed Area during the period set out in **schedule item 4**.

5. USE

5.1 The User is not permitted to use the Licensed Area for anything other than provision of the Services.

5.2 The User acknowledges that the Licensor makes no warranty as to the nature of the Licensed Area and whether it is fit and proper for the Services.

6. OBLIGATIONS OF USER

The User will ensure: -

- (a) the Licensed Area is cleaned and maintained;
- (b) that due and reasonable care of the Licensed Area and all fixtures, fittings and chattels under its control is taken;
- (c) all entrance gates to the Licensed Area are closed at all times;
- (d) all horses are under control at all times and no other loose animals (including dogs) are allowed in the Licensed Area;
- (e) the height of any temporary barriers are of sufficient height and substance (in accordance with regulations) to confine a horse safely within the Licensed Area;
- (f) jumping and games are carried out only under the control of a qualified NCAS equestrian instructor;
- (g) children are under the control of a responsible adult at all times;
- (h) no person smokes in the Licensed Area;
- (i) no person consumes alcohol in the Licensed Area without prior authorisation;
- (j) [insert additional obligations as required by regulations. Appendix 1 includes additional examples].

7. REPRESENTATION

The User or any of its agents, employees or contractors are not at any time to represent themselves as employees or agents of the Licensor.

8. ASSIGNMENT

The User is not to assign or sub licence all or any part of the Licensed Area without the prior written approval of the Licensor.

9. INSURANCE

9.1 The User acknowledges that the Licensor's insurance will not extend to the User.

9.2 The User must take out and maintain appropriate insurance including but not limited to public liability insurance of not less than \$10 million. The User must produce a copy of a valid certificate of currency for public liability insurance upon execution of this agreement.



10. RELEASE AND INDEMNITY

10.1 The User releases and forever discharges the Licensor and their respective officers, servants and agents, from and against all Claims which it now has or may at any time in the future have, related to or in connection with this agreement or the Services.

10.2 The User is liable for and agrees to indemnify and keep indemnified the Licensor and its respective officers, servants and agents against any and all damages, expenses and liabilities arising from any Claims commenced by any person in relation to or arising from:

- (a) any breach by the User of this agreement;
- (b) the provision of the Services under this agreement;
- (c) the use by the User or any person under its control, of the Licensed Area;
- (d) any other activities in connection with the User's use of the Licensed Area.

11. TERMINATION

This agreement may be terminated prior to the end of the Term:

- (a) by written agreement of both parties; or
- (b) by the Licensor giving written notice to the User if, at any time during the Term, the User fails to meet any of its obligations under this agreement and such failure continues for more than fourteen days after the Licensor has given written notice of the failure to the User.



EXECUTION

SIGNED FOR AND ON BEHALF of)
RIDING FOR THE DISABLED)
ASSOCIATION [TO BE COMPLETED])
by an authorised)
officer in the presence of:)
)

Signature of Witness

Signature of Officer

Name of Witness (please print)

SIGNED FOR AND ON BEHALF of)
[INSERT NAME OF ORGANISATION)
HIRING CENTRE] by)
..... an authorised)
officer in the presence of:)
)

Signature of Witness

Signature of Officer

Name of Witness (please print)



Riding for the Disabled Association of Australia Inc.

SCHEDULE

Item 1: Date of Agreement

Item 2: Commencement Date

Upon execution of this agreement by both parties.

Item 3: Termination Date

[Insert date]

Item 4: Duration

[Insert day, time, etc which User may use the Licensed Area]

Item 5: Licensed Area

[Insert details - Centre if whole area or part of Centre] as shown on the diagram set out in Attachment A [delete if the whole Centre is being licensed]

Item 6: Services

[Insert details of what Licensed Area will be used for]

Item 7: Fee

[Insert amount] payable
[Insert when amount is payable]



Riding for the Disabled Association of Australia Inc.

ATTACHMENT A

The Licensed Area



APPENDIX 1

ADDITIONAL OBLIGATIONS WHICH MAY BE INCLUDED UNDER CLAUSE 6

- it complies with the procedure for opening and closing the Licensed Area as outlined by the committee of the Licensor;
- it uses the pedestrian entry from [insert] and horse entry from [insert];
- a maximum of four horses are worked at any one time, unless under the control of a qualified NCAS instructor.

NOTE: Other specific obligations may be added as seen fit by the RDA centre management committee.



Riding for the Disabled Association of Australia Inc.

ONE OFF RIDE APPLICATION and DECLARATION
[INSERT NAME OF ENTITY CONDUCTING ONE OFF RIDE]

APPENDIX 10

I [insert name] of

[insert address] hereby apply for an one off ride with [insert name of Centre and location] to be conducted on [insert date] (“One Off Ride”). In so applying and in consideration of my application for an One Off Ride being accepted **I acknowledge and agree** that:

1. **“RDAA”** for the purposes of this application and declaration means and includes the Riding for the Disabled Association of Australia Incorporated, its members (including Member States and Centre Members) and where the context so permits, their respective directors, officers, members, servants or agents.
2. **If accepted I will be permitted** to participate in the One Off Ride subject to my complying with the terms and conditions of the ride, this declaration and any reasonable direction issued by RDAA.
3. **This document cannot be amended.** If I do amend it my application will be null and void. It cannot be accepted by RDAA.
4. **The riding rules and this declaration** comprise a contract between me and RDAA. It is necessary and reasonable for promoting and conducting the One Off Ride.
5. **Warning:** Participation in the One Off Ride can be inherently dangerous. Serious accidents can and often do happen which may result in me being injured or even killed. I have voluntarily read and understood this warning and accept and assume the inherent risks in the One Off Ride.
6. **Exclusion of Liability:** Except where provided or required by law and such cannot be excluded, I agree that it is a term of my participation in the One Off Ride (if accepted) that RDAA is absolved from all liability however arising from injury or damage however caused (whether fatal or otherwise) arising out of my participation in the One Off Ride. I acknowledge that the services and benefits I receive in relation to the One Off Ride are “recreational services” as defined under the *Trade Practices Act 1974*. Where I am a consumer, as defined by any relevant law, certain terms and rights may be implied into a contract for the supply of goods or services for my benefit. I acknowledge that these terms and rights, and any liability of RDAA flowing from them, are expressly excluded, restricted or modified by these One Off Ride terms and conditions.
7. **Release and Indemnity:** In consideration of RDAA accepting my application for the One Off Ride I:
 - (c) release and forever discharge RDAA from all Claims that I may have or may have had but for this release arising from or in connection with my participation in the One Off Ride; and
 - (d) indemnify and hold harmless RDAA to the extent permitted by law in respect of any Claim by any person including but not only another participant arising as a result of or in connection with my participation in the One Off Ride.

In this **clause 8 “Claims”** means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising but does not include a claim in respect of any action, suit, etc made by any person entitled to make a claim under a relevant RDAA insurance policy.

8. **Fitness to Participate:** I declare that I am and must continue to be medically and physically fit and able to participate in the One Off Ride within my range of abilities. I am not and must not be a danger to myself or to the health and safety of others. I will immediately notify RDAA in writing of any change to my fitness and ability to participate. I understand and accept that RDAA will continue to rely upon this declaration as evidence of my fitness and ability to participate. I acknowledge that if I have or have had any medical condition or disability (eg. physical, intellectual, psychiatric or behavioural) I am required to declare the nature of the condition with this application.
9. **Medical Treatment:** I consent to receiving any medical treatment that RDAA considers necessary or desirable during or after the One Off Ride. I also agree to reimburse RDAA for any costs or expenses incurred in providing me with medical treatment.
10. **Privacy:** I understand that the information I have provided overleaf is necessary for the conduct of the One Off Ride and for the objects of RDAA. I acknowledge and agree that the information will only be used by RDAA to facilitate the conduct of the One Off Ride and other rides conducted by RDAA. I understand that I will be able to access my information through RDAA. If the information is not provided my application may be rejected.
11. **Copyright in photographs and right to use:** I acknowledge and consent to photographs being taken of me during my participation in the One Off Ride. I acknowledge that the photographs are owned by RDAA.
RDAA may use the photographs for promotional or other purposes without my further consent being obtained Yes No
12. **I have provided the information required overleaf and signed both sides of this form .** I warrant that all information provided is true and correct.

I have read, understood, acknowledge and agree to the above declaration including the warning, exclusion of liability, release and indemnity. I acknowledge that if my application for the One Off Ride is successful I will be entitled to participate in the One Off Ride.

Signed: Date:
Name:

Where the applicant is under 18 years of age or cannot provide informed consent this form must also be signed by the applicant’s parent or legal guardian.

I..... am **the parent or guardian** of the applicant. I expressly agree to be responsible for the applicant’s behaviour and agree to personally accept the conditions set out in this One Off Ride application and declaration including the provision by me of a release and indemnity in the terms set out above. I consent to the applicant’s participation in the One Off Ride.

Parent’s signature:(where applicant under 18 or unable to legally sign) Date:
Name:



1. PERSONAL DETAILS **ONE OFF RIDE**

SURNAME _____

FIRST NAME _____ MIDDLE NAME _____ TITLE _____ (Mr, Mrs, Ms, Miss, Dr, Rev, other)

ADDRESS _____ CITY _____

STATE _____ POSTCODE _____

PHONE: WORK _____ HOME: _____ FAX: _____

MOBILE: _____ EMAIL: _____

MALE FEMALE DATE OF BIRTH ____/____/____ AGE AS OF 1ST JANUARY IN CURRENT YEAR _____

OCCUPATION: _____

2. EMERGENCY CONTACT

SURNAME _____ GIVEN NAME _____

ADDRESS _____ POSTCODE _____

PHONE: WORK _____ HOME _____ FAX: _____

MOBILE: _____ RELATIONSHIP: _____

3. MEDICAL DETAILS

If you have or have had any medical condition or disability (eg. physical, intellectual, psychiatric or behavioural) it may affect your efficiency to participate in the One Off Ride, your safety and the safety of the public. Do you have or have you had any medical condition or disability (eg. physical, intellectual, psychiatric or behavioural) ?

YES NO

If YES, please state nature of disability or medical condition.

4. DECLARATION I have read, understood, acknowledge and agree to the declaration and application and conditions of the One Off Ride over leaf. I have signed that declaration and application. I warrant that all information provided is true and correct.

SIGNATURE _____ DATE: _____

5. PARENT/LEGAL GUARDIAN CONSENT (IN RESPECT TO AN APPLICANT UNDER THE AGE OF 18 YEARS OR WHERE INFORMED CONSENT CANNOT BE PROVIDED)

I have read, understood, acknowledge and agree to the declaration and application and conditions of the One Off Ride over leaf and I personally consent to the declaration and application of the applicant.

SURNAME _____ GIVEN NAMES: _____

SIGNATURE: _____ DATE: _____

6. OFFICE USE ONLY

Date Application received ____/____/____ Amount paid: \$ _____ Receipt No.: _____

Accepted / Rejected- Date ____/____/____

Signature of RDAA Officer: _____



APPENDIX 11 COMPETITION ENTRY APPLICATION and DECLARATION
[INSERT NAME OF ENTITY CONDUCTING COMPETITION]

I [insert name] of

[insert address] hereby apply for entry to [insert name of competition and date and location at which it will be conducted] ("Competition"). In so applying and in consideration of my application for entry to the Competition being accepted **I acknowledge and agree** that:

1. **"RDAA"** for the purposes of this application and declaration means and includes the Riding for the Disabled Association of Australia Incorporated, its members (including Member States and Centre Members) and where the context so permits, their respective directors, officers, members, servants or agents. **[May require amendment to vary for Centre, depending on who is conducting Competition]**
2. **If accepted I will be permitted** to participate in the Competition subject to my complying with the terms and conditions of the Competition, this declaration and any reasonable direction issued by the Competition organisers or their representatives.
3. **This document cannot be amended.** If I do amend it my application will be null and void. It cannot be accepted by RDAA.
4. **The Competition rules and this declaration** comprise a contract between me and RDAA. It is necessary and reasonable for promoting and conducting the Competition.
5. **Warning:** Participation in the Competition can be inherently dangerous. Serious accidents can and often do happen which may result in me being injured or even killed. I have voluntarily read and understood this warning and accept and assume the inherent risks in the Competition.
6. **Exclusion of Liability:** Except where provided or required by law and such cannot be excluded, I agree that it is a term of my entry in the Competition (if accepted) that RDAA is absolved from all liability however arising from injury or damage however caused (whether fatal or otherwise) arising out of my participation in the Competition. I acknowledge that the services and benefits I receive in relation to the Competition are "recreational services" as defined under the *Trade Practices Act 1974*. Where I am a consumer, as defined by any relevant law, certain terms and rights may be implied into a contract for the supply of goods or services for my benefit. I acknowledge that these terms and rights, and any liability of RDAA flowing from them, are expressly excluded, restricted or modified by these Competition terms and conditions.
7. **Release and Indemnity:** In consideration of RDAA accepting my application for entry to the Competition I:
 - (e) release and forever discharge RDAA from all Claims that I may have or may have had but for this release arising from or in connection with my participation in the Competition; and
 - (f) indemnify and hold harmless RDAA to the extent permitted by law in respect of any Claim by any person including but not only another participant in the Competition arising as a result of or in connection with my participation in the Competition.

In this **clause 8 "Claims"** means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising **but does not include** a claim in respect of any action, suit, etc made by any person entitled to make a claim under a relevant RDAA insurance policy.

8. **Fitness to Participate:** I declare that I am and must continue to be medically and physically fit and able to participate in the Competition within my range of abilities. I am not and must not be a danger to myself or to the health and safety of others. I will immediately notify RDAA in writing of any change to my fitness and ability to participate. I understand and accept that RDAA will continue to rely upon this declaration as evidence of my fitness and ability to participate. I acknowledge that if I have or have had any medical condition or disability (eg. physical, intellectual, psychiatric or behavioural) I am required to declare the nature of the condition with this application.
9. **Medical Treatment:** I consent to receiving any medical treatment that the Competition organisers or their authorised representatives consider necessary or desirable during or after the Competition. I also agree to reimburse RDAA for any costs or expenses incurred in providing me with medical treatment.
10. **Privacy:** I understand that the information I have provided overleaf is necessary for the conduct of the Competition and for the objects of RDAA. I acknowledge and agree that the information will only be used by RDAA to facilitate the conduct of the Competition and other competitions conducted by RDAA. I understand that I will be able to access my information through RDAA. If the information is not provided my competition application may be rejected.
11. **Copyright in photographs and right to use:** I acknowledge and consent to photographs being taken of me during my participation in the Competition. I acknowledge that the photographs are owned by RDAA
RDAA may use the photographs for promotional or other purposes without my further consent being obtained.
Further, I consent to the Competition organisers using my name, image, likeness and also my performance in the Competition, at any time, to promote the Competition by any form of media Yes No



Riding for the Disabled Association of Australia Inc.

12. **I have provided the information required overleaf and signed both sides of this form** . I warrant that all information provided is true and correct .
I have read, understood, acknowledge and agree to the above declaration including the warning, exclusion of liability, release and indemnity. I acknowledge that if my application to enter the Competition is successful I will be entitled to participate in the Competition.

Signed: Date:

Name:

Where the applicant is under 18 years of age or cannot provide informed consent this form must also be signed by the applicant's parent or legal guardian.

I,..... am **the parent or guardian** of the applicant. I expressly agree to be responsible for the applicant's behaviour and agree to personally accept the conditions set out in this Competition application and declaration including the provision by me of a release and indemnity in the terms set out above. I consent to the applicant's entry to, and if accepted, participation in the Competition.

Parent's signature: Date:

(where applicant under 18 y.o)

Name:



1. PERSONAL DETAILS **COMPETITION ENTRY AND DECLARATION**

SURNAME _____

FIRST NAME _____ MIDDLE NAME _____ TITLE _____ (Mr, Mrs, Ms, Miss, Dr, Rev, other)

ADDRESS _____ CITY _____

STATE _____ POSTCODE _____

PHONE: WORK _____ HOME: _____ FAX: _____

MOBILE : _____ EMAIL: _____

MALE FEMALE DATE OF BIRTH ____ / ____ / ____ AGE AS OF 1ST JANUARY IN CURRENT YEAR _____

OCCUPATION: _____

2. EMERGENCY CONTACT

SURNAME _____ GIVEN NAME _____

ADDRESS _____ POSTCODE _____

PHONE: WORK _____ HOME _____ FAX: _____

MOBILE: _____ RELATIONSHIP: _____

3. MEDICAL DETAILS

If you have or have had any medical condition or disability (eg. physical, intellectual, psychiatric or behavioural) it may affect your efficiency to participate in the Competition, your safety and the safety of the public. Do you have or have you had any medical condition or disability (eg. physical, intellectual, psychiatric or behavioural) ?

YES NO

If YES, please state nature of disability or medical condition.

4. DECLARATION I have read, understood, acknowledge and agree to the declaration and application and conditions of the Competition over leaf. I have signed that declaration and application. I warrant that all information provided is true and correct.

SIGNATURE _____ DATE: _____

5. PARENT/LEGAL GUARDIAN CONSENT (IN RESPECT TO AN APPLICANT UNDER THE AGE OF 18 YEARS OR WHERE INFORMED CONSENT CANNOT BE PROVIDED)

I have read, understood, acknowledge and agree to the declaration and application and conditions of the Competition over leaf and I personally consent to the declaration and application of the applicant.

SURNAME _____ GIVEN NAMES: _____

SIGNATURE: _____ DATE: _____

6. OFFICE USE ONLY

Date Application received ____ / ____ / ____ Amount paid: \$ _____ Receipt No.: _____

Accepted / Rejected- Date ____ / ____ / ____

Signature of RDAA Officer: _____



APPENDIX 12

PROCESS OF RISK MANAGEMENT

In order to effectively manage health and safety of those involved in RDAA it is important to work through the following process of risk management.

- A **Identify** potential hazards
- B **Assess** the risk of these hazards causing injury or loss
- C **Decide** how to prevent/ minimise these risks
- D **Implement** procedures to achieve the prevention/ minimisation
- E **Monitor** and **Review** the effectiveness of the procedures

Communicate and **Consult** with interested parties at all stages

Remember:

<p><u>S</u>pot the hazard <u>A</u>ssess the risk <u>F</u>ix the problem <u>E</u>valuate the results</p>
