

### The Jimboomba Pony Club Inc

ABN: 37 996 240 284 239 Greenridge Road, Jimboomba QLD 4285 www.jimboombaponyclub.com.au email: jimboombaponyclub@live.com.au



### Agreement for use of grounds and equipment 2022

WARNING: This is a legal document that affects your rights. If you do not understand it consult a lawyer before signing.

#### <u>I agree to participate in this agreement on the following basis and that it is my</u> responsibility, as the hirer, that the attendees of my event will adhere to these terms :

#### **RISK AND INJURY**

- 1. We acknowledge that equestrian events involve the real risk of serious injury and/or death. This includes injuries or death related to or resulting from pre-existing disabilities or medical conditions.
- 2. By agreeing, we accept all risks necessarily flowing from our organisations use of grounds and equipment, which could result in loss of life, temporary or permanent injury. Accordingly, we release all people associated with the grounds and equipment and will indemnify them (to the extent my actions are not excused or protected by law) against all liability (including liability for their negligence) for all injury, loss or damage arising out of or connected with the grounds or equipment. For clarification, the people released include event organisers, promoters, sponsors, managers, Pony Club Queensland Inc and the promoters, sponsors, managers the Jimboomba Pony Club Inc, (Jimboomba Pony Club) and all of their respective directors, officers, employees, agents, contractors and volunteers including event medical and paramedical personnel. This release and indemnity continues forever and binds my heirs executors, personal representatives and assigns.
- 3. We acknowledge that safety precautions undertaken by or on behalf of Jimboomba Pony Club are a service to me and other members but are not a guarantee of safety.

- 4. Jimboomba Pony Club is not responsible for injury, loss or damage resulting from animal behaviour (including behaviour caused by the presence of other animals or members).
- 5. Our organisation acknowledge that neither the Jimboomba Pony Club Inc nor Pony Club Queensland Inc accepts any liability for any accident, damage, injury or illness to horses, riders, grounds, spectators, or any other person or property whatsoever (Please place this statement into your event program).
- 6. We will follow the Jimboomba Pony Club Biosecurity Plan in the event that a horse becomes unwell on the grounds. This includes:
  - a. Horse Health Declarations must be obtained for every horse on the grounds and a copy of those completed forms to be provided to Jimboomba Pony Club Prior to departure.
  - b. Isolation of the horse into one of the isolation bays if practicable and safe to do so.
  - c. Seeking veterinary attention at the owner's cost.

#### **General Hire Terms**

- 7. No dogs on the premises without prior approval.
- 8. No smoking or consumption of alcohol is permitted on premises.
- 9. Hire times are not permitted outside of daylight hours without prior approval.
- 10. Overnight hire (camping) must be approved by council. Any people wishing to camp must give the club 2 weeks notice as per Logan City Council Permit requirements.
- 11. Horses are not permitted in the clubhouse area or within areas that have been bunted off . There are signs on the gates notifying riders of this, and horses in this area can damage the drains and pipes that are in this area.
- 12. Cleaning of toilets, clubhouse, arena, yards and other areas on the premises are the responsibility of the hirer. Grounds must be left as clean as, or cleaner, than they were upon arrival.
- 13. When nighttime hire has been approved, no generators are to be used on the premises between 7pm and 7am.
- 14. External power and water sources are limited.
- 15. Children must be under adult supervision at all times. Unmounted children are not permitted in the indoor or grassed arenas while horses are present in those areas (unless it is a led event).
- 16. Access to the grounds prior to the event can be negotiated dependant on committee availability, extra charges may apply.
- 17. Ground hire applications may be declined by committee discretion without reason given.
- 18. Any damages to the property (Damage to grass arenas, indoor arena, drains, fences, buildings etc) must be reported to the committee immediately, the hiring party is liable for these costs.

- 19. There is to be **NO** tying of horses to ANY Arena fencing, AT ANY TIME, this is including trying horses to bailing twine on the fence.
- 20. Where only part hire of the grounds has been organised they are **NOT** permitted to use other sections of the grounds. Ie If only grass arena hire has been booked there will be NO use of the indoor arena. If Indoor only hire has been organised the grass arena is OFF LIMITS.
- 21. Manure is to be cleaned from ALL YARDS AND INDOOR AREA AND DISPOSED OF IN THE AREAS PROVIDED. A cleaning fee will be charged if there is still manure left in yards/indoor.
- 22. Security cameras are installed in a number of locations across Jimboomba Pony Club grounds to assist in the prevention of personal injury, property damage and theft.

The purpose of these cameras is to ensure:

a) All members and visitors to the grounds are acting in accordance with our membership and ground usage agreements.

b) All people accessing the grounds are using and maintaining the facilities in a reasonable manner.

Footage recorded by these cameras will be used exclusively for the purposes stated above and will not be used by Jimboomba Pony Club for publicity purposes.

By signing this agreement you are aware and agree to these cameras being used to record your image, the image of any junior members under your guardianship or any visitors brought onto Jimboomba Pony Club grounds by yourself.

2022 Jimboomba Pony Club Management Committee		
President	Clare Flynn	0430 360 645
Ground Hire	Bonnie Jensen	
Secretary		
Vice President	Rebecca Quirke & Cynthia Mortensen	
Treasurer	Katie Simpson	
Secretary	Andrea Carter	
Club Email	jimboombaponyclub@live.com.au	

## 2022 Hire Fees - 10% DEPOSIT TO BE PAID AT THE TIME OF BOOKING - REMAINDER TO BE PAID 3 BUSINESS DAYS PRIOR.

Full Grounds Hire Fee (includes canteen) - \$400

Indoor & Yards Only (rest of grounds remain open) - \$300

Grassed Arenas & Yards (rest of grounds remain open) - \$150

PA System - \$50

Access to Setup From The Afternoon Before (only if committee are available to open) - add another 50% of your hire fee

**Refundable Cleaning Deposit - ADDITIONAL \$100.00** (Refundable if the grounds are left in the same clean and undamaged condition as when they were unlocked for hire - Please allow 5 business days for refund to be returned to you)

JIMBOOMBA PONY CLUB BANK DETAILS		
Account Name	Jimboomba Pony Club Inc	
BSB	704640	
Account Number	41541311	

BANK DETAILS FOR CLEANING DEPOSIT REFUND	
Account Name	
BSB	
Account Number	

# By signing below I acknowledge and agree to the above terms and conditions and payment terms.

Date of Hire	
Name of organisation	
Name and position of person signing this form	
Date of signing	
Address of person signing this form	
Signature	