

DISCLAIMER AND TERMS OF USE

DISCLAIMER OF LIABILITY AND AGREEMENT FOR THE USE OF WELL VALE COUNTRY RIDE

1. Save for death or personal injury caused by negligence, neither Well Vale Country Ride nor its owners or employees ("the Hirers") accept any liability for any accident, loss, damage, injury or illness to riders, horses, owners, spectators, property, vehicles and their contents and accessories or any other person or property whatsoever, whether caused by their negligence, breach of contract or in any other way whatsoever.

2. Riding, working with horses and handling horses can be dangerous and horses may be unpredictable. Persons using the Facility do so at their own risk and the Hirers will not be held responsible for any accident, injury or loss.

3. All riders must wear a riding hat conforming to the current British standard at all times whilst mounted. Suitable footwear must be worn whilst mounted. A current standard body protector and skull cap are advisable and are compulsory for riders using the jumps. Hi vis clothing is recommended.

4. No riders under the age of 8 are permitted. All riders under the age of 18 years must be accompanied by a responsible adult and must be kept under control and within sight at all times.

5. Lone riders are discouraged for safety reasons, but will be permitted with the following caveats:

- Lone riders must be aged 18 years or over.
- Lone riders must carry a fully charged mobile phone with the What3Words app installed on it and our emergency phone number 07970801661 stored on it.
- Lone riders should carry a card with their name, address, any relevant medical details, such as medication, previous injuries, allergies etc. and at least one emergency contact.
- Lone riders must not attempt any jumps.
- The use of hi-vis clothing and a body protector is strongly recommended.
- Lone riders must make it known at the time of booking that they will be riding alone.
- Lone riders must check in and check out by text or WhatsApp to 07970801661 on arriving at the facility and again when loaded up ready to leave. Please send your name and vehicle registration, along with an emergency contact (the name and number of the person you would like contacting in the event of an accident).

A lone rider or an under 18 rider may be accompanied by one responsible adult on foot or a non-motorised bicycle without charge. The person on foot or on a bicycle must keep the rider within sight at all times. If on a bicycle utmost care must be taken not to cause a nuisance or disturbance to any other person using or at the Premises, remembering that some horses can become frightened by cyclists. No other cyclists or walkers may use the ride.

6. Riders must follow the marked route of the ride, in the direction of the ride. Jumps may only be jumped in the direction of the ride. Jumps have only been designed and secured to be jumped from the correct direction. The only exceptions to this are the rail, ditch, rail combination, the trakehner and the step, which may be jumped both ways.

7. There are a number of jumps and tracks on the estate that are not part of the ride. Those using the ride must stick to the marked route and may not jump any jumps which are not part of the ride. Occasionally, for safety reasons, jumps which are part of the ride will be marked as closed, with a pair of white poles crossed over the front of the fence. These jumps must not be used, nor the poles removed.

8. Riders and their trainers, spectators and helpers must not cause a nuisance or disturbance to any other person using or at the Premises.

9. The Hirers are not responsible for ground conditions or damage caused to the ground caused by other users and animals. The Hirers are not responsible for other persons/animals using the facilities and/or for any person unlawfully using the facilities or trespassing onto the Facility.

10. The Facility is a working farm with heavy machinery operating over it. Riders are advised to wear high visibility clothing so as to be identifiable to the operator of the machinery and to take measures to avoid such machinery. There may be livestock present in fields adjacent to the ride. Pass livestock slowly and carefully. There is barbed wire and electric fence in place adjacent to the ride. Please be careful around these areas and keep your distance, please report any breakages or dangerous fencing.

11. Riders, responsible adults, trainers or any person responsible for a rider must hold public liability insurance for no less than £2,000,000 (two million pounds) and any person bringing a groom, rider or paid assistance onto the premises must hold employer's liability insurance. Anyone accompanying a rider on a bicycle must equally have public liability insurance for no less than two million pounds.

12. Dogs are not permitted on the ride or in the parking area.

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

14. By riding at the Premises the rider accepts that they or their responsible adult has surveyed the Facilities (and any obstacles such as jumps) and the ground conditions and understand that they are responsible for assessing the suitability of the ground conditions and/or suitability, construction and maintenance of any jumps. The Hirers will make every attempt to maintain the ride in a good and safe state, and will carry out regular inspections, but riders must be mindful of the rural nature of the ride and hazards such as, but not limited to, rabbit holes, wild animals, fallen branches, slippery or wet areas etc. may occur.

15. Be aware there are footpaths which run through our country ride. Please be considerate and polite to walkers and dogs and other riders, let them know you are coming, greet them in a friendly way and pass them at a walk with plenty of room.

16. The Hirers recommend that the owner/keeper/rider of any horse using the Facilities insure that horse in respect of injury, veterinary fees and death. It is also recommended that all riders hold personal accident insurance. 3rd party/public liability insurance with a minimum of £2m cover is mandatory.

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

18. Users are required to close and lock the gates whether entering or exiting the parking area and to obey all other signage.

19. The Hirer is not responsible for the provision of First Aid personnel or equipment and cannot be held liable to provide First Aid. The Rider (or any group organiser/trainer/responsible adult) agrees to ensure their own provision for First Aid.

20. All damages must be paid for in full by The Rider or their Responsible Adult. Any damage caused or found must be reported to kitty@wellvalecountryride.co.uk or 07970801661 immediately. Please also report any hazards found, such as rabbit holes, fallen branches etc.

21. Carriage drivers are welcome but must pre book a slot by email or text message/WhatsApp. Drivers must arrive, drive and leave within 4 hours of their specified start time. All those travelling in a carriage must wear suitable protective headgear to an approved current standard.

Definitions: "The Hirers" are Well Vale Farm Ride, its employees, tenants and contractors. "The Premises" is the land on which Well Vale Farm Ride operates. "The Facility/Facilities" is the designated riding route, any jumps, Lorry Park and any other part of the premises operated by Well Vale Farm Ride and/or the land owner(s). The "Rider(s)" is/are the person(s) using the Facilities who are responsible for any trainer, spectator, groom, assistant or observer in attendance at the Premises with the Rider. 'Rider' includes any person driving a carriage.

**USING WELL VALE COUNTRY RIDE DEEMS AUTOMATIC ACCEPTANCE BY
YOURSELF, THE REST OF YOUR GROUP AND ATTENDEES OF THESE TERMS
AND CONDITIONS**

By booking you confirm that you have read, understood and accept the above terms and conditions of using the Facilities and confirm that you use the Facilities at the Premises entirely at your own risk.