

Victorian Agricultural Shows Ltd

Horse Sports Participants Indemnity and Waiver

TO BE SIGNED ON BEHALF OF ALL CHILDREN UNDER 18 YEARS OLD

RISK WARNING

Victorian Agricultural Shows Ltd advises that the participation, including passive participation, in horse sport activities at an agricultural show contains elements of risk, both obvious and inherent. Horse sports are a dangerous recreational activity and horses can act in a sudden and unpredictable way, especially if frightened or hurt. The risks involved may result in property damage and/or personal injury including death.

- 1 I, the undersigned acknowledge, agree, and understand that participation, including passive participation, in horse sport activities at this, or at any show contains an element of risk of injury.
- 2 I, the undersigned acknowledge, agree, and understand the dangers associated with the consumption of alcohol or any mind altering drugs before, and during the activities and I take full responsibility for any injury, loss or damage associated with their consumption.
- 3 I, the undersigned acknowledge, agree, and understand that this document constitutes a contractual waiver pursuant to Section 22 of the Australian Consumer Law and Fair Trading Act 2012 (ACLFTA). In that regard, I have initialled the "warning" contained at the end of this document".
- 4 I, the undersigned understand that by participating in this show, [name of minor] may become exposed to the risk of injury, and I consent to the participation.
- 5 I, the undersigned assert that the abovenamed minor voluntarily consents to participation in this show.
- 6 I, the undersigned acknowledge the risk referred to above and agree to waive any and all rights that I, the abovenamed minor or any other person, may have against the **Apollo Bay & Otway District Ag. Society Inc** in relation to any loss or injury (including death) that is suffered by the abovenamed minor as a result of participation in this show.
- 7 I, the undersigned agree to continually indemnify the **Apollo Bay & Otway District Ag. Society Inc** on a full indemnity basis against any claim or proceeding that is made, threatened or commenced and any liability, loss (including consequential loss and loss of profits), damages or expense (including legal costs on a full indemnity basis) that the **Apollo Bay & Otway District Ag. Society Inc** incurs or suffers, as a direct or indirect result of the abovenamed minor's participation in any event held by the **Apollo Bay & Otway District Ag. Society Inc**.

I have read this Indemnity and Waiver form and the ACLFTA Warning provided at the end of this document and acknowledge and agree with its contents. I have made any further enquiries which I feel are necessary or desirable and fully understand the risks involved in this activity.

I agree that this agreement will be binding on my (and their) heirs, next of kin, executors and administrators.

I,.....of.....

.....am the parent/guardian of.....

Name:.....

Address:.....

Signature:.....

Date:/...../.....

Signed for and on behalf of **Apollo Bay & Otway District Ag. Society Inc**

Name:.....Position:

Signature:.....

Date:...../...../.....

WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you-

- Are rendered with due care and skill; and
- Are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- Might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the *Australian Consumer Law and Fair Trading Act 2012*, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the *Australian Consumer Law and Fair Trading Act 2012* if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. **Gross negligence**, in relation to any act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the *Australian Consumer Law and Fair Trading Regulations 2012* and section 22(3)(b) of the *Australian Consumer Law and Fair Trading Act 2012*.

Parent / Guardian Initial.....

Date:...../...../.....
