

VICTORIAN AGRICULTURAL SHOWS LIMITED
Apollo Bay & Otway District Ag. Society Inc

HORSE SPORTS PARTICIPANT RISK ACKNOWLEDGMENT & WAIVER

Name of participant:.....

Victorian Agricultural Shows Ltd and *[name of show society]* (together “**the Suppliers**”) advise that participation in horse sports at an agricultural show or horse competition contains elements of risk, both obvious and inherent. Horse sports are dangerous recreational activities and horses can act in a sudden and unpredictable way, especially when frightened or hurt.

- 1 By signing this waiver I acknowledged that:
 - 1.1 participation in horse sports is a hazardous activity and may result in injury, loss, damage or death to me;
 - 1.2 participation in horse sports requires certain skills. I declare that I have sufficient skills to be able to safely and properly participate in the events;
 - 1.3 horses can act in a sudden and unpredictable way, especially if frightened or hurt, or if exposed to loud or unfamiliar noises;
 - 1.4 if held at an agricultural show, the horse sports will be held in close proximity to rides and large groups of people, and that there may be loud and unfamiliar noises which can frighten horses;
 - 1.5 as the event is held outdoors, there are risks to me and to my horse as a result of the weather conditions, including either extreme hot or cold weather, rain or wind;
 - 1.6 insects or other animals may cause my horse or other horses to become frightened and act in an unpredictable way;
 - 1.7 there is inherent in horse riding events the risk of suffering injury including falling from my horse;
 - 1.8 I am responsible for ensuring that I have and will wear equipment suitable for safely and properly participating in the event; and
 - 1.9 I use the facilities of *[name of show society]* entirely at my own risk, as I find them and with the prior acceptance of the risk of possible danger to me.
 - 1.10 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.

- 2 If I suffer harm while participating in a horse event, I will not hold the Suppliers, their employees or agents legally responsible for any injuries I suffer. I will not sue the Suppliers, their employees or agents for any claims, costs, damages or liability. I agree to release the Suppliers and their employees from legal responsibility for the services I have been provided.

- 3 I acknowledge and agree that my participation in the horse sports and associated activities are a danger and may have inherent risks as a result of which personal injury (and sometimes death) may occur and I accept and assume all such risks of personal injury or death in anyway whatsoever arising from these activities and hereby waive my individual right to sue the Suppliers for all claims I or my representatives may have for such personal injury or death against the Suppliers in any way whatsoever arising from or in connection with these activities.

- 4 I will not consume any alcohol or illicit drugs while participating in the horse sports and agree that such use may result in me being excluded from an event with no entitlement to any refund of money paid for entry to the Suppliers.
- 5 I agree to be bound by the rules and guidelines of Victorian Agricultural Shows Ltd as varied from time to time.

Where the participant is over 18 years of age:

I agree that I have read and understood this waiver and the ACLFTA Warning provided at the end of this document prior to signing this waiver and agree that this waiver will be binding on my heirs, next of kin, executors and administrators.

I agree that this waiver shall be governed in all respects by and interpreted in accordance with the laws of Victoria.

Signature: Dated:

Where participant is under 18 years of age (to be completed by a parent or guardian):

I, being a parent or legal guardian of the above named participant hereby consent to my child participating in horse sports.

I confirm that I have read and understood and explained to the participant, this waiver and the ACLFTA Warning provided at the end of this document prior to signing this waiver and agree that this waiver will be binding on my (and their) heirs, next of kin, executors and administrators.

I agree that this waiver shall be governed in all respects by and interpreted in accordance with the laws of Victoria.

Signature: Dated:

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:...../...../.....