

**Victorian Agricultural Shows Ltd**

**Participants Indemnity and Waiver**

**RISK WARNING**

**Victorian Agricultural Shows Ltd advises that the participation, including passive participation, in events or activities at an agricultural show contains elements of risk, both obvious and inherent. 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 events and activities at this, or at any show contains an element of risk of injury and I agree that I undertake any such risk voluntarily of my own free will and at my own risk.
  
- 2 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".
  
- 3 I, the undersigned acknowledge the risk referred to above and agree to waive any and all rights that I, or any other person claiming through me, may have against the ..... [name of show society] in relation to any loss or injury (including death) that is suffered by me as a result of my participation in this show.
  
- 4 I, the undersigned agree to continually indemnify the ..... [name of show society] 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 .....[name of show society] incurs or suffers, as a direct or indirect result of my participation in any event held by the ..... [name of show society].

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.



**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:...../...../.....