

VICTORIAN AGRICULTURAL SHOWS LIMITED

Stawell Agricultural Society Inc.

Stawell Show 28/10/2023

HORSE SPORTS PARTICIPANT RISK ACKNOWLEDGMENT & WAIVER

Name of Participant:

Date of Birth of Participant:

Participant Address:

Contact Number of Participant:

Email:

Victorian Agricultural Shows Ltd and *Stawell Agricultural Society Inc.* (together "**the Suppliers**") advise as set out below. The handling of animals is a dangerous recreational activity as animals can act in a sudden and unpredictable way, especially when frightened or hurt.

Participation (including passive participation) in animal handling and/or physical competitions and/or Events at an agricultural show and/or use of the Suppliers' facilities contain elements of risk, both obvious and inherent.

Physical competitions and activities, Events and use of the Suppliers' facilities are all dangerous recreational activities. This document is a risk warning for the purpose of the Wrongs Act (1958) VIC.

Any and all warranties, conditions and guarantees in relation to the competitions and activities, Events and use of Suppliers' facilities which are implied by Australian Consumer Law are excluded to the fullest extent permitted by law.

This risk warning is given by or on behalf of the Suppliers.

This document acts as an exclusion of liability under the Wrongs Act (1958) VIC if the services supplied by the Suppliers are supplied without reasonable care and skill.

PARTICIPANT'S ACKNOWLEDGEMENTS

By signing this waiver I acknowledge that:

Participation in the Event and/or use of the Suppliers' facilities is a recreational activity for the purposes of the Wrongs Act (1958) VIC

1. I participate in the Event and/or use of the Suppliers' facilities at my own risk.
2. Participation in the Event and/or use of the Suppliers' facilities is a hazardous activity and involves a significant risk of physical harm and may result in injury, loss, damage or death to me and others.
3. Participation in the Event and/or use of the Suppliers' facilities requires certain skills and experience. I declare that I have sufficient skills and experience to be able to safely and properly participate in the Event and/or use the Suppliers' facilities.
4. Animals can act in sudden and unpredictable ways, especially if frightened or hurt, or if exposed to loud or unfamiliar noises.
5. The Event will be held in close proximity to rides and large groups of people and there may be loud and unfamiliar noises which can frighten animals used in the Event.
6. If the Event is held outdoors, there are risks to me as a result of the weather conditions, including either extreme hot or cold weather, rain or wind.
7. Insects or other animals may cause animals used in the Event to become frightened and act in an unpredictable way.
8. In handling animals, there is a risk of suffering injury including injuries caused by the animals.
9. I am responsible for ensuring that I have and will wear equipment suitable for my safety in my participation of the Event and/or in using the Suppliers' facilities.
10. I am responsible for the condition of any tools and equipment and ensuring that they are appropriate for the Event and/or in using the Suppliers' facilities.
11. I use the Suppliers' facilities, including for the Event entirely at my own risk, as I find them and with the prior

acceptance of the risk of possible danger to me, both obvious and inherent.

- 12. At the time of participating in the Event and/or in using the Suppliers' facilities, I will not to any degree be under the influence of alcohol or illicit drugs.
- 13. I will not consume any alcohol or illicit drugs while participating in the Event and/or in using the Suppliers' facilities and agree that such use may result in my being excluded from the Event and/or from using the Suppliers' facilities with no entitlement to any refund of money paid to the Suppliers for entry.
- 14. I agree to be bound by the rules and guidelines of the Suppliers as varied from time to time.

**PARTICIPANT'S ACCEPTANCE OF RISK & NO DUTY OF CARE
& WAIVER OF RIGHTS**

- 1. I acknowledge and agree that my participation in the Event and any associated activities and/or my use of the Supplier's facilities is dangerous and may have obvious and/or inherent risks as a result of which personal injury (and sometimes death) may occur.
- 2. I acknowledge that my participation in the Event and any associated activities and/or my use of the Supplier's facilities carry with them a significant risk of physical harm.
- 3. I accept and assume all risks of personal injury or death in anyway whatsoever arising from my participation in the Event and any associated activities and/or my use of the Supplier's facilities.
- 4. I waive my individual right to sue the Suppliers for all claims I may have for such personal injury or death against the Suppliers in any way whatsoever arising from or in connection with my participation in the Event and any associated activities and/or my use of the Supplier's facilities.
- 5. If I suffer personal injury or death while participating in the Event and/or from my use of the Supplier's facilities, I will not hold the Suppliers, their employees or agents legally responsible for any personal injury or death I suffer.
- 6. I will not sue the Suppliers, their employees or agents for any claims, actions, costs, damages or liability.
- 7. I release the Suppliers and their employees from legal responsibility for the services I have been provided and/or activity I have participated in, including the Event.

Where the participant is over 18 years of age:

I agree that I have read and understood this waiver prior to signing it.
 I acknowledge that the Suppliers have permitted me to participate in the activity the subject of this document in reliance on the matters acknowledged by me and the representations I have made in this document.
 I agree that this waiver is governed in all respects by and interpreted in accordance with the laws of Victoria and Commonwealth of Australia where applicable.
 I agree that everything in this document is binding on me and my heirs, next of kin, executors and administrators.

Signature: Dated:

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

Participant's Date of Birth:

I, being a parent or legal guardian of the above-named participant hereby consent to my child participating in using the Suppliers' facilities and/or participating in the Event.

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

I acknowledge that the Suppliers have permitted the participant to participate in the activity the subject of this document in reliance on the matters acknowledged by me and the representations that I have made in this document.

I agree that this waiver is governed in all respects by and interpreted in accordance with the laws of Victoria and Commonwealth of Australia where applicable.

I agree that everything in this document is binding on me and my heirs, next of kin, executors and administrators.

Signature: Dated:

HORSE DETAILS AND ACKNOWLEDGEMENT

I, the owner/rider/exhibitor of the below horse, declare that, to the best of my knowledge, it is fit and healthy and I agree that if found to be otherwise, it will not be allowed to compete at this event. If prior to the event, the health of the horse changes from the date of this declaration, I will inform the event organizer for their due consideration.

Name of Horse	Owner's Name	Microchip / Reg # or Description (Sex, Colour, Brand)	PIC No.	Last Event and Date	Signature and Date

WARNING UNDER THE FAIR TRADING ACT 1999

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 32N of the **Fair Trading Act 1999**, 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 **Fair Trading Act 1999** 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** is defined in the Fair Trading (Recreational Services) Regulations 2004.