

Non-Member Release and Waiver of Liability



Shire Horse Breeders Australia INC

→ Present ←

AUSTRALIAN NATIONAL SHIRE HORSE SHOW & SOUTHERN HIGHLANDS HEAVY HORSE SHOW

Moss Vale Show Ground
SATURDAY 30th & SUNDAY 31st March

Non-Member Participants, are upon completion of this form, deemed to be members of the Shire Horse Breeders Australia Inc. (SHBA) for all activities held for the purpose and duration of the associated event.

PARTICIPANTS (& Guardian – if UNDER 18 years)

FULL NAME OF EXHIBITOR / PARTICIPANT

ADDRESS: _____

STATE: _____ POSTCODE: _____ DATE OF BIRTH: _____

NAME OF CLUB / ORGANISATION: _____

MEMBERSHIP NO: _____

EVENT: Australian National Shire Horse Show & Southern Highlands Heavy Horse Show

DATES: Saturday 30th & Sunday 31st March

Non-Member Release and Waiver of Liability

In consideration for participating in horse sport activities in any way at the above event I the undersigned understand, acknowledge and accept that:

- Ø Horse sports are a dangerous recreational activity and horses may act in sudden and unpredictable ways, especially if frightened or injured. There is a significant risk that serious injury or death may result from horse sport activities.
- Ø I knowingly and freely assume all such risks both known and unknown, even if arising from the negligence of Shire Horse Breeders Australia Inc. and/or the event organisers (hereinafter referred to the "Releasees") or others, and I voluntarily participate at my own risk, and assume sole responsibility for any injury, death or property damage that I may suffer which arises from my participation in horse sport activities.
- Ø I further understand and acknowledge the dangers associated with the consumption of alcohol or mind altering drugs before and during the activities, and I take full responsibility for any injury, loss or damage associated with their consumption. I agree not to drink alcohol or take drugs prohibited by law before or during any horse sport activities.
- Ø I agree to follow the direction of any event organiser or official, and that any misconduct or refusal by me to follow directions of any organiser or official can result in cancellation of my participation in the activities and my immediate removal from my horse no matter where that may occur. I understand that any such noncompliance may result in injury, death and/or permanent disability as a result of my failure to comply.
- Ø I agree to wear a helmet at all times while riding, and agree that I am solely responsible for ensuring the wearing of a suitable helmet at all times whilst riding, and take sole responsibility for my actions.
- Ø For myself and on behalf of my heirs, assigns, personal representatives and next of kin hereby release and hold harmless and agree not to sue the Shire Horse Breeders Australia Inc. and/or event organisers, their officers, officials, volunteers, coaches, agents and or employees, other participants, sponsoring agencies, sponsors, state bodies, affiliated clubs and (if applicable) owners and lessors of premises used to conduct the activities of the Releasees with respect to any injury, disability, death, or loss or damage to person or property, whether caused by the negligence of the Releasees or otherwise.

EFFECT OF THIS DOCUMENT:

- Ø I have had sufficient opportunity to read this assumption of risk agreement, fully understand its terms, and sign this document freely and understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without inducement.
- Ø I understand that my signature to this document constitutes a complete and unconditional release of all liability of the Releasees, to the greatest extent allowed by law in the event of me and/or children under my care suffering injury or death.

DATED: _____ / _____ / 2019

SIGNATURE: _____

Exhibitor / Participant

Non-Member Release and Waiver of Liability

PARTICIPANTS of MINORTIY AGE (*UNDER 18 Years*)

This is to certify that I, as parent / guardian with legal responsibility for this participant acknowledge, understand and accept all of the above and consent and agree to this minor child's/children's' involvement or participation in horse sport activities.

DATED: _____ / _____ / 2019

SIGNATURE: _____

Parent / Guardian

Name of Horse	Owner of Horse	Microchip No, Reg No, or Description (sex, colour, brand)	PIC No	Last Event & Date

I, the owner/rider/exhibitor of the above horse/s, declare that, to the best of my knowledge, it is/they are fit and healthy and I agree that if found to be otherwise it/they will not be allowed to compete at this event.

WARNING UNDER THE FAIR TRADING ACT 1987

Under the Australian Consumer Law (New South Wales), 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 –

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

Under section the Fair Trading Act 1987, 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 1987, if you are killed or injured because of 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 you death or injury is due to gross negligence on the supplier's part. *Gross Negligence* is defined in the Fair Trading Regulations 2012.