VICTORIAN AGRICULTURAL SHOWS LIMITED
Swan Hill District Agricultural & Pastoral Society Inc.

HORSE SPORTS PARTICIPANT RISK ACKNOWLEDGMENT & WAIVER
Swan Hill Show 4th & 5th October 2019

Name of Participant: .....

Participant Address: .....

Phone Number: ..... Email: .....

Victorian Agricultural Shows Ltd and Swan Hill District Agricultural & Pastoral Society Inc (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.

By signing this waiver, I acknowledge 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 Swan Hill District Agricultural & Pastoral Society Inc. entirely at my own risk, as I find them and with the prior acceptance of the risk of possible danger to me.

1. 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.
2. 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 regard to their negligence, breach of statutory duty or statutory guarantees arising from or in connection with these activities to the fullest extent permitted by law.
3. 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.
4. 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 <u>over</u> 18 years of age:

I agree that I have read and understood this waiver prior to signing it 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 the participant is <u>under</u> 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 prior to signing it and agree that this agreement 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: ……..

Name of Horse	Owner of horse	Microchip No. or 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.

Signature …… 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.