



EQUESTRIAN AUSTRALIA LIMITED
RELEASE AND WAIVER OF LIABILITY
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

CLUB NAME: The South Eastern Dressage Association Inc

CLUB ADDRESS: PO Box 2127, Mount Gambier SA 5290

EVENT(S): From 1/11/2025 to 31/10/2026 inclusive (hereafter referred to as "EVENT(S)")

NOTE: The Competition & Consumer Act 2010 ("the Act") implies a warranty of due care and skill into contracts for the supply of services to consumers, as defined in the Act. To the extent that the warranty applies to any contract relevant to the Release and Waiver of Liability, it cannot be excluded.

Subject to that warranty, if applicable and IN CONSIDERATION of being permitted to compete, officiate, observe, work for, or participate in any way in the EVENT(S), EACH OF THE UNDERSIGNED, for himself/herself, his/her personal representatives, heirs and next of kin:

1. Acknowledges, agrees and represents that he/she further agrees and warrants that, if at any time, he/she feels anything to be unsafe, he/she will immediately advise the officials of such and refuse to participate further in the EVENT(S).
2. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the club, participants, EA and its state bodies or any subdivision thereof, officials, volunteers, medical personnel, any persons, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the EVENT(S), premises and event inspectors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENT(S) and each of them, their directors, officers, agents and employees, all for the purposes as herein referred to as "Releasees", FROM ALL LIABILITY, TO THE UNDERSIGNED, his/her personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
3. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of or related to the EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
4. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENT(S) WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
5. HEREBY acknowledges that THE ACTIVITIES AND THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of the UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE/MEDICAL OPERATIONS OR PROCEDURES OF THE RELEASEES OR OTHERWISE.
6. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, INCLUDING NEGLIGENCE IN RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the State/Territory in which the EVENT(S) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

BY SIGNING HERE UNDER I CONFIRM HAVING READ AND UNDERSTOOD THE CONTENTS OF THIS DISCLAIMER.

NAME (BLOCK LETTERS)

SIGN HERE

DATE

PARENT/GUARDIAN CONSENT FOR UNDER 18-YEAR-OLD PARTICIPANTS.

I, _____ being the parent/guardian of the above named

_____ confirm that I have read the whole of this document and have taken all necessary actions to ensure I am aware of the activity which the above named will be asked to participate in and consent to him/her participating.

In doing so, I acknowledge that equestrian activities are dangerous and that accidents causing death, bodily injury, disability and property damage can and do happen. I agree that neither the Branch, club, coach, participants, EA and its state bodies, or any subdivision thereof, officials, volunteers, medical personnel, any persons promoters, sponsors, advertisers, owners and lessees of premises used to conduct the EVENT(S) shall be under any liability whatsoever for the death or any bodily injury, loss or damage which may be suffered or incurred by the above named or by me in or being present at any activity conducted by, or on behalf of the BRANCH except for any rights the above named or I may have arising under the Competition & Consumer Act (Cth) (or similar legislation).

By signing here under I confirm having read and understood the contents of this disclaimer.

NAME (BLOCK LETTERS)

SIGNED

DATE



GENERAL RULES

APPENDIX 20

Rev Oct 2024

**HORSE RIDING CLUBS ASSOCIATION OF VICTORIA INC (HRCV) A0002667H
ANNUAL MEMBERSHIP DISCLAIMER STATEMENT**

To be completed by new and renewing members.

The completed form must be retained by the Club and provided to the HRCV on request

CLUB _____

MEMBER'S NAME _____

As a condition of membership of the above named HRCav affiliated Club and prior to participating in activities or events conducted by the Club and/or the HRCav you are required to acknowledge and agree to the following terms and conditions:

1) Membership and participation

- You acknowledge and agree to **abide by the rules**, by-laws, policies, directions, codes of conduct, and Member Protection Policy of the HRCav and affiliated Club/s. You agree to follow the directions of organisers and officials at HRCav activities and events and acknowledge that if you fail to follow directions you may not be permitted to participate, and no refund will be given.
- You acknowledge and agree that the HRCav has arranged **insurance coverage** for members which provides you with some protection for loss, damage or injury suffered as a result of your involvement in equestrian activities and that the insurance provided by HRCav may not provide full indemnity. You acknowledge that the summary of cover provided by HRCav may be viewed at www.hrcav.com.au and agree that it is your responsibility to review your own insurance requirements and arrange any additional personal coverage, which you may require, at your own expense.
- You certify that you are physically fit and capable of participating in HRCav activities and events and you agree to disclose any pre-existing and current medical conditions or limitations, including those which may arise during your membership, that may affect your ability to safely to participate.
- You acknowledge and agree that a representative of HRCav and/or affiliated Club/s may, from time to time, require you to provide a medical certificate issued by a General Practitioner which certifies that you can safely participate in activities and events. If you do not provide such medical certificate, you may not be permitted to participate in any activities or events and no refund will be given.
- If you suffer any injury or illness whilst involved in HRCav activities and events, you agree and consent to be provided with evacuation, first aid and/or medical treatment at your expense.
- You understand that, due to diseases such as equine influenza, government bodies may restrict or prevent the movement of horses, vehicles and personnel for a period of time ('standstill') and acknowledge and agree that a standstill is a risk of participation in the event/activity and agree to pay any costs incurred by the organising committee for or on behalf of your horses as a result of a standstill.
- You acknowledge that **photographs and electronic images** may be taken of you at HRCav activities and events by organisers, official photographers and press and consent to their use for HRCav related promotional/publicity purposes. You understand that, when images are taken of children under the age of 18 years, the parent/guardian has the option to withdraw such consent in accordance with the HRCav Child Protection Policy.
- You understand and agree that **personal information** you have provided in your membership application is necessary for the conduct and management of the Club and HRCav activities and other related activities, and that this and other relevant personal information is collected, recorded and used by the HRCav in accordance with their Privacy Policy (available for review at www.hrcav.com.au) You understand that you may **opt out of receiving promotional material from HRCav sponsors and third parties** by notifying the HRCav in writing.

2) Risk Warning and Waiver – You acknowledge that participation in the recreational activities supplied by the Clubs and HRCav is inherently dangerous and may involve risk. You acknowledge that there are risks specifically associated with participation in horse riding activities and accidents can and often do happen which may result in personal injury, death or property damage. You agree and undertake any such risk voluntarily and at your own risk. Prior to undertaking any such activity, you are aware that you should ensure you are aware of all of the risks involved, including those risks associated with any health condition you may have. You agree that, if at any time you feel unsafe you will immediately advise organisers and cease participating in the activity. You acknowledge that the assumption of risk and warning above constitutes a 'risk warning' in accordance with relevant legislation. You understand and agree that HRCav and affiliated Club/s assume no responsibility or liability whatsoever for accidents, injuries or damages that may occur during HRCav activities and events. You acknowledge that participation in HRCav activities and events is entirely at your own risk.

3) Release & Indemnity – In consideration of the relevant HRCav affiliated Club accepting your membership application you, to the extent permitted by law:

- release and forever discharge HRCav and any relevant affiliated Club from all Claims that you may have or may have had but for this release arising from or in connection with your membership and/or your participation in the HRCav activities.
- release and indemnify HRCav and any relevant affiliated Club against any Claim which may be made by you or on your behalf for or in respect of or arising out of your death whether caused by the negligence or breach of contract by the HRCav or HRCav affiliated Club or in any other manner whatsoever, and
- indemnify and will keep indemnified and hold harmless HRCav and any relevant affiliated Club to the extent permitted by law in respect of any Claim by any person:
 - arising as a result of or in connection with your membership or undertaking the HRCav activities; and
 - against the HRCav or any relevant affiliated Club in respect of any injury, loss or damage arising out of or in connection with your failure to comply with HRCav's rules and/or directions,save that the above releases and indemnities shall not apply to the extent that the loss, damage or injury that is the subject of the Claim is caused or contributed to by the grossly negligent act or omission of the HRCav or relevant affiliated Club.

4) Waiver – A supplier of recreational services or recreational activities can ask you to agree that statutory guarantees under the Australian Consumer Law (which is Schedule 2 to the Competition and Consumer Act 2010 (Cth)) do not apply to you (or a person for whom or on whose behalf you are acquiring the services or activities). If you sign this form, you will be agreeing that your rights (or the rights of a person for whom or on whose behalf you are acquiring the services) to sue the supplier in relation to recreational services or recreational activities that you undertake because the services or recreational activities provided were not in accordance with the guarantees are excluded, restricted or modified as set out below.

For recreational services or activities provided in Victoria
GENERAL RULES APPENDIX 20

Rev Oct 2024

For recreational services to which the Australian Consumer Law (Victoria) applies: 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, HRCav and its affiliated Clubs, are required to ensure that the recreational services it supplies to you:

- are rendered with due care and skill;
- 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 (Vic), the supplier is entitled to ask you to agree that these conditions 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 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 an 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 (Vic) and section 22(3)(b) of the Australian Consumer Law and Fair Trading Act 2012 (Vic).

Exclusion of rights under the Australian Consumer Law (Victoria): By signing this form, you agree that the liability of HRCav and its affiliated Clubs for any death or personal injury (as defined in the Australian Consumer Law and Fair Trading Act 2012) that may be suffered by you (or a person from whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services is excluded.

For recreational services or activities provided throughout Australia and in NSW

For recreational services or recreational activities to which the Australian Consumer Law (Commonwealth) and (New South Wales) applies: By signing this form, you agree that the liability of HRCav and its affiliated Clubs in relation to recreational services (as that term is defined in the Competition and Consumer Act 2010 (Cth) and the Australian Consumer Law) for any:

- (i) death;
- (ii) physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
- (iii) the contraction, aggravation or acceleration of a disease; or
- (iv) the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:
 - (A) that is or may be harmful or disadvantageous to you or the community; or
 - (B) that may result in harm or disadvantage to you or the community,

that may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services or recreational activities, is excluded and the application of any express or implied term that any services will be provided with due care and skill is hereby excluded.

For recreational services or activities provided in South Australia

For recreational services to which the Australian Consumer Law (South Australia) applies: Your rights: Under sections 60 & 61 of the Australian Consumer Law (SA), if a person in trade or commerce supplies you with services (including recreational services) there is

- a. a statutory guarantee that those services will be rendered with due care and skill;
- b. a statutory guarantee that those services, and any product resulting from those services, will be reasonably fit for the purpose for which the services are being acquired (as long as that purpose is made known to the supplier); and
- c. a statutory guarantee that those services, and any product resulting from those services, will be of such a nature, and quality, state or condition, that they might reasonably be expected to achieve the result that the consumer wishes to achieve (as long as that wish is made known to the supplier or a person with whom negotiation have been conducted in relation into the acquisition of the services).

Excluding restricting or modifying your rights: Under section 42 of the Fair Trading Act 187 (SA), the supplier of recreational services is entitled to ask you to agree to exclude, restrict or modify his or her liability for any personal injury suffered by you or another person for whom or on whose behalf you are acquiring the services (a third party consumer). If you sign this form, you will be agreeing to exclude, restrict or modify the supplier's liability with the result that compensation may not be payable if you or the third party consumer suffer personal injury. **Important:** You do not have to agree to exclude, restrict or modify your rights by signing this form. The supplier may refuse to provide you with the services if you do not agree to exclude, restrict or modify your rights by signing this form. Even if you sign this form, you may still have further legal rights against the supplier. A child under the age of 18 cannot legally agree to exclude, restrict or modify his or her rights. A partner or guardian of a child who acquires recreational services for the child cannot legally agree to exclude, restrict or modify the child's rights. **Agreement to exclude, restrict or modify your rights:** by signing this form you agree that the liability of HRCav and its affiliated Clubs for any personal injury that may result from the supply of the recreational services that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) is excluded.

Definitions: Recreational services are services that consist of participation in a) a sporting activity or similar leisure time pursuit or any other activity that involves a significant degree of physical exertion or risk and is undertaken for the purpose of recreation, enjoyment or leisure. Personal injury is bodily injury and includes mental and nervous shock and death.

- 2) Governing Law –** The governing law of this agreement is the law of the state of Victoria ('Jurisdiction'). You irrevocably and unconditionally consent and submit to the Jurisdiction of the courts of the Jurisdiction in which any incident occurs and waive any right to object to the exercise of such Jurisdiction.

BY SIGNING HEREUNDER I CONFIRM THAT I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS STATED ABOVE:

Print name here

* Sign here

Date

*Where the applicant is under 18 years of age this declaration must also be signed by the applicant's parent or legal guardian:

I (insert name).....of (insert address).....

GENERAL RULES

**APPENDIX 20
Rev Oct 2024**

am the parent or guardian of the applicant. I authorise and consent to the applicant undertaking the HRCav Activities. In consideration of the applicant's membership being accepted, I expressly agree to be responsible for the applicant's behaviour and agree to accept in my capacity as parent or guardian, the terms set out in this membership application and declaration. In addition, I agree to be bound by and to comply with the rules, regulations and policies of the Club and the HRCav.

Signature of parent or guardian