



150th Kingston Agricultural Show
3rd December 2017

HORSE SPORTS PARTICIPANT
RISK ACKNOWLEDGEMENT & WAIVER FORM

Name of Participant Contact phone no.....

Participant address

Email.....

Please read and sign this form and return it with your entry form

Victorian Agricultural Shows Ltd and Kingston Agricultural Society Inc. (together “the Suppliers”) advise that participation in horse sports at an agricultural show 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.

1. By signing this waiver I acknowledge that:

- a. participation in horse sports is a hazardous activity and may result in injury, loss, damage or death to me;
- b. 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;
- c. horses can act in a sudden and unpredictable way, especially if frightened or hurt, or if exposed to loud or unfamiliar noises;
- d. the horse sports will be held in close proximity to large groups of people and entertainment activities and that there may be loud and unfamiliar noises which can frighten horses;
- e. 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;
- f. insects or other animals may cause my horse or other horses to become frightened and act in an unpredictable way;
- g. there is inherent in horse riding events the risk of suffering injury including falling from my horse;
- h. I am responsible for ensuring that I have and will wear equipment suitable for safely and properly participating in the event; and
- i. I use the facilities of the Kingston Agricultural Society Inc. entirely at my own risk, as I find them and with the *prior acceptance of the risk of possible danger to me.*
- j. This document constitutes a contractual waiver pursuant to Section 22 of the Australian Consumer Law and Fair Trading Act 2012.

(continued next page)

HORSE SPORTS PARTICIPANT RISK ACKNOWLEDGMENT & WAIVER cont.

2. If I suffer harm while participating in the Kingston Agricultural Show, I will not sue for any damages or costs or hold the Suppliers (in particular the Kingston Agricultural Society), their employees or agents legally responsible for any personal injuries I suffer caused by their negligence or breach of contract or breach of the statutory guarantee provided by the Australian Consumer Law and Fair Trading Act 2012 (Vic) to the extent allowed by that Act (see Warning below). I agree to release the Suppliers and their employees from legal responsibility for the services I have been provided.
3. I acknowledge and agree that my participation in the Kingston Agricultural Show 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 (in particular the Kingston Agricultural Society) for all tort or contractual claims I or my representatives may have for such personal injury or death against the Suppliers in any way whatsoever arising from or in connection with these activities.
4. I will not consume any alcohol or illicit drugs while participating in the Kingston Agricultural Show 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.
5. I agree to be bound by the rules and guidelines of Victorian Agricultural Shows Ltd as varied from time to time.

**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 suppliers named on this form are 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 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 and section 22(3)(b) of the **Australian Consumer Law and Fair Trading Act 2012**.

(please sign on the next page, page 3 of the waiver form)

NAME OF PARTICIPANT at the 2017 Kingston Agricultural Show:

Where the participant is over 18 years of age:

I agree that I have read and understood this waiver and Warning prior to signing and agree that this waiver will be binding on my heirs, next of kin, executors and administrators. I agree to waive my rights to sue the Suppliers (in particular the Kingston Agricultural Society) for common law negligence, breach of contract and for a breach of the *Australian Consumer Law and Fair Trading Act 2012 (Vic)* with respect to injury or death as a result of participation in horse events at the Kingston Agricultural Show. I agree that this waiver shall be governed by and interpreted in accordance with the laws of Victoria.

Signature: Dated:

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

I, being a parent or legal guardian of the participant named above hereby consent to my child participating and confirm I have read and understood and explained the waiver and Warning to the participant 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 to waive our rights to sue for common law negligence, breach of contract and for a breach of the Australian Consumer Law and Fair Trading Act 2012 (Vic) with respect to injury or death as a result of participating in horse events at the Kingston Agricultural Show. I agree that this waiver shall be governed by and interpreted in accordance with the laws of Victoria.

Signature of parent/guardian:..... Dated:

Print name: _____

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.

Name (printed)..... Signature Date



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ACKNOWLEDGEMENT & WAIVER FORM**

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**This form must be signed and returned
with the pre-paid entry form.**