

# EVENT MEMBERSHIP RISK WARNING & WAIVER

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Fixture Name: \_\_\_\_\_ Fixture Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

## Risk warning and acknowledgement

Your participation in the recreational activities supplied by The Australian Bushmen's Campdraft & Rodeo Association (ABCRA) and its affiliated entities (Supplier) may involve risk. The risks involved may result in personal injury including death. Prior to undertaking any such recreational activity, you should ensure you are aware of all of the risks involved, including those risks associated with any health condition you may have.

By signing below, you acknowledge, agree, and understand that participation in the recreational services provided by the Supplier may involve risk. You agree and undertake any such risk voluntarily and at your own risk. You also acknowledge that the risk warning above constitutes a 'risk warning' in accordance with relevant legislation, including the Civil Liability Act 2002 (NSW) and the Civil Liability Act 2002 (WA).

## Waiver

It is possible for a supplier of recreational services or recreational activities to 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). If you sign this document, 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 recreational activities to which the Australian Consumer Law (Commonwealth), (New South Wales) and (Western Australia) applies

By signing this document, you agree that the liability of the Supplier in relation to recreational services (as that term is defined in the Competition and Consumer Act 2010 (Cth) and the Australian Consumer Law) and recreational activities (as that term is defined in the Civil Liability Act 2002 (NSW) and the Civil Liability Act 2002 (WA)) for any:

- a. death;
- b. physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
- c. the contraction, aggravation or acceleration of a disease;
- d. the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, document of behaviour, course of conduct or state of affairs:
  - i. that is or may be harmful or disadvantageous to you or the community;
  - ii. 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.

## For recreational services to which the Australian Consumer Law (Northern Territory) applies

By signing this document, you agree that the liability of the Supplier for any death or personal injury (as defined in the Consumer Affairs and Fair Trading Act (NT)) 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.

You agree, that that as a participant or any minor/child under your control as parent/legal guardian as a participant, being involved in an accident, becoming ill, or otherwise requiring medical treatment or care, the Supplier or its Personnel may, in their absolute discretion, obtain medical treatment for the Participant and that you must pay all expenses incurred in obtaining such medical treatment or care.

You agree, as a participant or that any minor/child under your control as parent/legal guardian as a Participant, will not to drink alcohol or take drugs prohibited by law before officiating at or competing in any event.

You agree, as a participant or that any minor/child under your control as parent/legal guardian as a Participant, will not attempt to participate in any event while under the influence of alcohol, drugs prohibited by law or any prescription drugs that may impair any ability to participate.

You agree, as a participant or that any minor/child under your control as parent/legal guardian as a Participant, that the Supplier reserves all rights to conduct random drug and alcohol testing at Supplier sanctioned events and that I/we agree to participate in any such testing as and where required. I/we understand that any positive result will invoke the immediate commencement of disciplinary proceedings.

You agree, as a participant or that any minor/child under your control as parent/legal guardian as a participant, will be suitably mounted and will use appropriate tack/ equipment in good repair at any event sanctioned by the Supplier in line with their experience and ability.

You agree, that you as a participant or any minor/child under your control as parent/legal guardian as a participant, is competent and sufficiently skilled to compete in an event at the level entered.

In signing this Risk Warning and Waiver I/we acknowledge and agree that I/we have read and fully understand the above Risk Warning and Waiver and agree to be bound by it, the Rules and Regulations and the Constitution as amended from time to time of ABCRA.

## PARTICIPANT (18 years and over)

Participant Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Participant Address: \_\_\_\_\_ State: \_\_\_\_\_

## PARENT/LEGAL GUARDIAN (for participants under the age of 18)

Junior Participant Name\*: \_\_\_\_\_ DOB: \_\_\_\_\_

Participant Address: \_\_\_\_\_

Parent/Legal Guardian Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Parent/Legal Guardian Signature: \_\_\_\_\_

## WITNESS

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Address: \_\_\_\_\_

\*Please note: Event membership Parental Consent and Indemnity MUST also be completed for Junior participants.

# EVENT MEMBERSHIP

## PARENTAL CONSENT & INDEMNITY

FIXTURE NAME: \_\_\_\_\_ FIXTURE DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

NAME OF PARTICIPANT: \_\_\_\_\_

NAME OF SUPPLIER: The Australian Bushmen's Campdraft and Rodeo Association (ABCRA) and its affiliated entities.

This document is a deed poll in favour of The Australian Bushmen's Campdraft & Rodeo Association (ABCRA) and its affiliated entities (Supplier) and its officers, employees, representatives, agents, contractors and volunteers (Personnel).

I/we, the undersigned, am aged over 18 years of age and am a parent or legal guardian of the above named participant (Participant).

I/we consent to the Participant attending fixtures of the Supplier, including participating in the events and activities offered by the Supplier or otherwise in connection with its events (Activities).

I/we acknowledge and agree:

- that the Participant and I have read and understood the Supplier's rules, regulations and any other rules applying to the Activities;
- that the nature of the Activities may include Campdrafting, Rodeo, Team Penning, Ranch Sorting, Horse Sporting events including but not limited to bending, flag race and other Activities approved from time to time, and that risks may arise during these and other Activities, including the risk of Personal Injury (as defined below);
- that the Supplier and its Personnel would be unable to feasibly operate the Association if they were liable for such risks; and
- that the Participant attends the Supplier and participates in all Activities at their/my own risk.

I/we indemnify the Supplier and each of its Personnel against any and all losses, costs, damages, expenses and liabilities (including legal costs on a full indemnity basis) sustained or incurred by the Supplier or any of its Personnel in connection with:

- any claim, action, demand or proceedings (whether based in contract, tort (including negligence) or otherwise) by any person in relation to any Personal Injury occasioned by the Participant at, or as a result of, the Supplier, or in the course of, or as a result of, any Activities;
- any failure of the Participant to follow any rules of the Supplier or any directions given by the Supplier or its Personnel; or
- any act or omission of the Participant at the Supplier's events or in the course of any Activities which causes or contributes to Personal Injury to any person.

In this deed poll, a reference to **Personal Injury** includes: death; physical or mental injury (including the aggravation, acceleration or recurrence of such an injury); the contraction, aggravation or acceleration of a disease; the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, document of behaviour, course of conduct or state of affairs:

- that is or may be harmful or disadvantageous to the person who suffers it or the community, or
- that may result in harm or disadvantage to the person who suffers it or the community.

I/we agree, that in the event of the Participant being involved in an accident, becoming ill, or otherwise requiring medical treatment or care, the Supplier or its Personnel may, in their absolute discretion, obtain medical treatment for the Participant and that I must pay all expenses incurred in obtaining such medical treatment or care.

I/we agree, that any Participant under my control as parent/legal guardian will be suitably mounted and will use appropriate tack/equipment in good repair at any Supplier sanctioned event in line with the minor/child's experience and ability.

I/we agree, that the Participant will not to drink alcohol or take drugs prohibited by law before competing in any event.

I/we agree, that the Participant will not attempt to participate while under the influence of alcohol, drugs prohibited by law or any prescription drugs that may impair their ability to participate.

I/we agree, that the Supplier reserves all its rights to conduct random drug and alcohol testing at any Supplier sanctioned event and that I/we agree that any Participant under my control as parent/legal guardian will participate in any such testing as and when required. I/we understand that any positive result will invoke the immediate commencement of disciplinary proceedings.

I/we agree, that any Participant under my control as parent/legal guardian is competent and sufficiently skilled to compete at the level entered.

In signing this deed poll I/we acknowledge and agree that I/we have read and fully understand the above Parental Consent and Indemnity and that I/we and the Participant under my control as parent/legal guardian agree to be bound by it, the Rules and Regulations and the Constitution of the Supplier as amended from time to time.

Signed, sealed and delivered as a deed poll by a parent or legal guardian of the Participant who is under 18 years:

**PARENT/LEGAL GUARDIAN** (for participants under the age of 18)

Junior Participant Name\*: \_\_\_\_\_ D.O.B. \_\_\_\_\_

Participant Address: \_\_\_\_\_ State \_\_\_\_\_

Parent/Legal Guardian Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Parent/Legal Guardian Signature: \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

### WITNESS

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Witness Address: \_\_\_\_\_

\*Please note: Event membership Risk Warning and Waiver MUST also be completed for Junior participants.