

# AGRICULTURAL SOCIETIES COUNCIL OF NEW SOUTH WALES LIMITED

## PARTICIPANT RISK ACKNOWLEDGEMENT & WAIVER

Show Society: Sofala & District A & H Show Soc Inc

Name of Event: Sofala & District Annual A & H Show

Date Of Event: 24 February 2019

Participant Name: .....

Participant Address: .....

Participant Contact Number: .....

Participant Email: .....

### Section A – General Acknowledgement

Agricultural Societies Council of New South Wales Limited and Sofala & District Annual A&H Show (together the Suppliers) advise that participation (including passive participation) in animal handling or physical competitions or Events at an agricultural show contains elements of risk, both obvious and inherent. The handling of animals if applicable is a dangerous recreational activity as animals can act in a sudden and unpredictable way, especially when frightened or hurt. Physical competitions, activities and events of all types are dangerous recreational activities.

1. By signing this waiver I acknowledged that:

- 1.1 participation in the Event is a recreational service for the purposes of section 139A of the *Australian Competition and Consumer Act (Cth) 2010*, and also a recreational activity for the purposes of section 5K of the *Civil Liability Act (NSW) 2002*;
- 1.2 participation in the Event is a hazardous activity and involves a significant risk of physical harm and may result in injury, loss, damage or death to me;
- 1.3 participation in the Event requires certain skills and experience. I declare that I have sufficient skills and experience to be able to safely and properly participate in the Event;
- 1.4 if applicable to the Event, animals can act in a sudden and unpredictable ways, especially if frightened or hurt, or if exposed to loud or unfamiliar noises;
- 1.5 the Event 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 animals used in the Event, if applicable;
- 1.6 if the event is held outdoors, there are risks to me as a result of the weather conditions, including either extreme hot or cold weather, rain or wind;
- 1.7 insects or other animals may cause animals used in the Event, if applicable, to become frightened and act in an unpredictable way;
- 1.8 if the Event involves the handling of animals, there is a risk of suffering injury including injuries caused by animals;

- 1.9 I am responsible for ensuring that I have and will wear equipment suitable for my safety in my participation the Event;
- 1.10 I am responsible for the condition of any tools and equipment and ensuring that they are appropriate for the Event; and
- 1.11 I use the facilities supplied for the Event entirely at my own risk, as I find them and with the prior acceptance of the risk of possible danger to me.

- 2. If I suffer personal injury or death while participating in an animal handling event, I will not hold the Suppliers, their employees or agents legally responsible for any personal injury or death 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 and/or activity I have participated in.
- 3. acknowledge and agree that my participation in the event and associated activities is dangerous and may have inherent risks as a result of which personal injury (and sometimes death) may occur. I acknowledge that the event and associated activities carry with them a significant risk of physical harm. 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 may have for such personal injury or death against the Suppliers in any way whatsoever arising from or in connection with these activities.
- 4. At the time of participating in the Event, I have not been to any degree under the influence of alcohol or illicit drugs.
- 5. I will not consume any alcohol or illicit drugs while participating in the Event and agree that such use may result in my being excluded from the Event or other events with no entitlement to any refund of money paid for entry to the Suppliers.
- 6. I agree to be bound by the rules and guidelines of the Suppliers as varied from time to time.

### Section B – Horse Details and Acknowledgement

If there are no horses in this activity then leave this Section Blank. If there are horses in this event then this Section MUST BE COMPLETED.

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.

Signature: ..... Date: .....

### Section C – Signature

**Where the participant is OVER 18 years of age:**

I agree that I have read and understood this waiver prior to signing it. I acknowledge that the Suppliers have permitted me to participate in the activity the subject of this document in reliance upon the matters acknowledged by me and the representations I have made herein. I agree that this waiver shall be governed in all respects by and interpreted in accordance with the laws of New South Wales. I agree that this agreement, where relevant, will be binding on my heirs, next of kin, executors and administrators.

Signature: ..... Date: .....

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

Participant's Date of Birth: ..... I ..... being a parent or legal guardian of the above named participant, hereby consent to my child participating in this event. I confirm that I have read and understood and explained to the participant this waiver prior to signing it. I acknowledge that the Suppliers have permitted the participant to participate in the activity the subject of this document in reliance upon the matters acknowledged by me and the representations that I have made herein. I agree that this waiver shall be governed in all respects by and interpreted in accordance with the laws of New South Wales. I agree that this agreement, where relevant, will be binding on my (and his/her) heirs, next of kin, executors and administrators.

Signature: ..... Date: .....

