

VICTORIAN AGRICULTURAL SHOWS LIMITED

THIS DOCUMENT IS A NO DUTY OF CARE RISK WARNING

THIS DOCUMENT IS A WAIVER OF DUTY OF CARE

Do not complete 'Event' details if this document only applies to use of facilities other than for an Event.

Event Name (Subsequently referred to as 'the Event').....

Event Date:/...../.....

Participant Name: Participant DOB:/...../.....

Participant Address:

Participant Contact Number:

Participant Email:

Section A – Supplier's statements about risk and duty of care

Victorian Agricultural Shows Limited an Warracknabeal A & P Society Inc, (together the suppliers) advise as set out below. The handling of animals is a dangerous recreational activity as animals can act in a sudden and unpredictable way, especially when frightened or hurt.

Participation (including passive participation) in animal handling and/or physical competitions and/or Events at an agricultural show and/or use of the Suppliers' facilities contain elements of risk, both obvious and inherent.

Physical competitions and activities, Events and use of the Supplier's facilities are all dangerous recreational activities. This document is a risk warning for the purpose of the Wrong's Act (1958) VIC.

This risk warning is given by or on behalf of the Supplier's.

This document acts as an exclusion of liability under the Wrong's Act (1958) VIC if the services supplied by the Supplier's are supplied without reasonable care and skill.

Section B – Participant's acknowledgements

By signing this document, I acknowledge that:

Participation in the Event and/or use of the Supplier's facilities is a recreational activity for the purposes of the Wrong's Act (1958) VIC.

1. I participate in the Event and/or use of the Supplier's facilities at my own risk.
2. Participation in the Event and/or use of the Supplier's facilities is a hazardous activity and involves a significant risk of physical harm and may result in injury, loss, damage or death to me and others.
3. Participation in the Event and/or use of the Supplier's facilities 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 and/or use the Supplier's facilities.
4. Animals can act in sudden and unpredictable ways, especially if frightened or hurt, or if exposed to loud or unfamiliar noises.
5. The Event will be held in close proximity to rides and large groups of people and there may be loud and unfamiliar noises which can frighten animals used in the Event.
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.
7. Insects or other animals may cause animals to used in the Event to become frightened and act in an unpredictable way.
8. In handling animals, there is a risk of suffering injury including injuries caused by the animals.
9. I am responsible for ensuring that I have and will wear equipment suitable for my safety in my participation of the Event and/or in using the Supplier's facilities.
10. I am responsible for the condition of any tools and equipment and ensuring that they are appropriate for the Event and/or in using the Supplier's facilities.

11. I use the Supplier's facilities, including 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, both obvious and inherent.
12. At the time of participating in the Event and/or in using the Supplier's facilities, I will not to any degree be under the influence of alcohol or illicit drugs.
13. I will not consume any alcohol or illicit drugs while participating in the Event and/or in using the Supplier's facilities and agree that such use may result in my being excluded from the Event and/or from using the Supplier's facilities with no entitlement to any refund of money paid to the Supplier's for entry.
14. I agree to be bound by the rules and guidelines of the Supplier's as varied from time to time.

Section C – Participant's acceptance of risk & no duty of care & waiver of rights

1. I acknowledge and agree that my participation in the Event and any associated activities and/or my use of the Supplier's facilities is dangerous and may have obvious and/or inherent risks as a result of which personal injury (and sometimes death) may occur.
2. I acknowledge that my participation in the Event and any associated activities and/or my use of the Supplier's facilities carry with them a significant risk of physical harm.
3. I accept and assume all risks of personal injury or death in any way whatsoever arising from my participation on the Event and any associated activities and/or my use of the Supplier's facilities.
4. I waive my individual right to sue the Supplier's for all claims I may have for such personal injury or death against the Supplier's in any way whatsoever arising from or in connection with my participation in the Event and any associated activities and/or my use of the Supplier's facilities.
5. If I suffer personal injury or death while participating in the Event and/or from my use of the Supplier's facilities, I will not hold the Supplier's, their employees or agents legally responsible for any personal injury or death I suffer.
6. I will not sue the Supplier's, their employees or agents for any claims, actions, costs, damages or liability.
7. I release the Supplier's and their employees from legal responsibility for the services I have been provided and/or activity I have participated in, including the Event.

Section D – Signature (Please ignore and sign at Section F if using a Bulk Waiver)

Where the participant is 18 years of age or over:

I agree that I have read and understood this waiver prior to signing it.

I acknowledge that the Supplier's have permitted me to participate in the activity the subject of this document in reliance on the matters acknowledged by me and the representations I have made in this document.

I agree that this waiver is governed in all respects by and interpreted in accordance with the laws of Victoria.

I agree that everything in this document is binding on me and my heirs, next of kin, executors and administrators.

Signed: Date:/...../.....

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

Participants Date of Birth:/...../.....

I (Insert parent/guardian name) being a parent or legal guardian of the above named participant, hereby consent to my child using the Supplier's facilities and/or participating in the 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 on the matters acknowledged by me and the representations that I have made in this document.

I agree that this waiver is governed in all respects by and interpreted in accordance with the laws of Victoria.

I agree that everything in this document is binding on me and my heirs, next of kin, executors and administrators.

Signed: Date:/...../.....

Section E – Horse Details and Acknowledgement

Name of Horse	Owner's Name	Microchip/Reg # or Description (Sex, Colour, Brand)	PIC #	Last Event & Date	Signature & Date

I, the owner/rider/exhibitor of the above horse/s declare that, to the best of my knowledge, is fit and healthy and I agree that if found to be otherwise, it will not be allowed to compete at this event. If prior to the event, the health of the horse changes from the date of this declaration, I will inform the event organiser for their due consideration.

Section F – Bulk Signature Facility (if required)

- I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THE ABOVE SECTIONS A THROUGH TO D WARNING ME OF THE RISKS OF MY PARTICIPATION IN THE ACTIVITY
- I HAVE MADE ALL FURTHER ENQUIRIES WHICH I FEEL ARE NECESSARY OR DESIRABLE AND FULLY UNDERSTAND THE RISKS INVOLVED IN THIS ACTIVITY
- I SIGN THE DOCUMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT MADE TO ME

Participant's Name	Address	Email Address	Date of Birth	Phone Number	Participant Or Parent/Guardian's Signature

Section G – Witness Signature

I, have observed the sighting and signing of this document by the participants listed above.

Signed: Date:/...../.....