



HORSE SHOW ASSOCIATION OF AUSTRALIA INC.

LIABILITY WAIVER FORM EXCLUSION OF CERTAIN RIGHT TO SUE

The purpose of this agreement is to limit the liability of the Provider to exclude liability for any personal injury of death to the Participant and other people in the care and control of the Participant howsoever caused who signed this form as acknowledgment of the terms and condition of this agreement. By signing this form you are waiving your rights to sue the Provider for losses relating to personal injury or death. Under the provisions of the Trade Practices Act and Various State Laws conditions are implied into contracts that mean that the Provider of Recreational Services, noted below, is required to ensure that the Recreational Services it sells to you are; rendered with due care and skill, are fit for the purpose for which they are commonly brought as it is reasonable to expect in the circumstances or might reasonably be expected to achieve the result you have made know to the Provider.

NAME OF PROVIDER:

ADDRESS OF EVENT:

The Participant acknowledges that the activity being undertaken is an activity being undertaken for the purposes of recreation, enjoyment or leisure which involves a significant degree of physical risk. The Provider acknowledges that they are providing Recreational Service detailed below which means; providing facilities for participation in a recreational activity

It is a condition of participating the Event/Function that the Society and any person or body directly or indirectly associated with the Event/Function are absolved from all liability however arising for injury or damage to myself or my property howsoever caused arising out of participation in the Event/Function whatsoever whether due to any negligent act, breach of duty, default and/or omission on the part of the Society and any person or body directly or indirectly associated with the Event/Function, or otherwise.

1. I acknowledge that any person participating in the Event/Function is only allowed to do so on the distinct understanding that they do so at their risk.
2. I acknowledge that participating in the Event/Function may involve a real risk of serious injury or even death from various causes. I accept all risks necessarily flowing from participating in the Event/Function.
3. I acknowledge that the society relies on the information provided by me and state that all such information is accurate and complete.

4. I acknowledge the difficulties of participating in the Event/Function and warrant that I am physically fit to participate in the Event/Function and that I have not been advised otherwise by a qualified medical practitioner. I acknowledge that I must disclose any pre-existing medical or other condition that may affect the risk that either myself, or any other person will suffer injury, loss or damage.
5. I acknowledge that it is a condition of participating in the Event/Function that I follow the instructions of the Society and any person directly or indirectly associated with the Event/Function at all times. I indemnify and keep indemnified the Society and any person or body directly or indirectly associated with the Event/Function from all claims, demands and proceedings arising out of or connected with a failure by me to comply with rules and/or directions given to me by the Society and any person or body directly or indirectly associated with the Event/Function.
6. I indemnify and keep indemnified the Society and any person or body directly or indirectly associated with the Event/Function against all claims made by any other person for injury or damage howsoever caused arising out of participation in the Event/Function, whether due to any negligent act, breach of duty, default and/or omission on the part of the Society and any person or body directly or indirectly associated with the Event/Function, or otherwise.

I ACKNOWLEDGE THAT I HAVE READ THIS FORM OR THAT IT HAS BEEN EXPLAINED TO ME. I FULLY UNDERSTAND ITS TERMS AND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I HAVE SIGNED THE DOCUMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITINAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Signature..... **Date**.....

Print name in full:.....