

**VICTORIAN AGRICULTURAL SHOWS LIMITED**  
**Benalla Agricultural & Pastoral Society Inc.**  
**HORSE SPORTS PARTICIPANT RISK ACKNOWLEDGMENT & WAIVER**

**NAME OF PARTICIPANT:**.....



Victorian Agricultural Shows Ltd and Benalla Agricultural & Pastoral Society Inc(together “**the Suppliers**”) advise that participation in horse sports at an agricultural show or horse competition 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 acknowledged that:
  - 1.1 participation in horse sports is a hazardous activity and may result in injury, loss, damage or death to me;
  - 1.2 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;
  - 1.3 horses can act in a sudden and unpredictable way, especially if frightened or hurt, or if exposed to loud or unfamiliar noises;
  - 1.4 if held at an agricultural show, the horse sports 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 horses;
  - 1.5 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;
  - 1.6 insects or other animals may cause my horse or other horses to become frightened and act in an unpredictable way;
  - 1.7 there is inherent in horse riding events the risk of suffering injury including falling from my horse;
  - 1.8 I am responsible for ensuring that I have and will wear equipment suitable for safely and properly participating in the event; and
  - 1.9 I use the facilities of Benalla Agricultural & Pastoral Society Inc entirely at my own risk, as I find them and with the prior acceptance of the risk of possible danger to me.
  - 1.10 This document constitutes a contractual waiver pursuant to Section 22 of the Australian Consumer Law and Fair Trading Act 2012 (ACLFTA). In that regard, I have initialled the “warning” contained at the end of this document.
2. If I suffer harm while participating in a horse event, I will not hold the Suppliers, their employees or agents legally responsible for any injuries 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.
3. I acknowledge and agree that my participation in the horse sports 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 for all 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 horse sports 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.

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

I agree that I have read and understood this waiver and the ACLFTA Warning provided at the end of this document prior to signing this waiver and agree that this waiver will be binding on my heirs, next of kin, executors and administrators.

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



**Signature:** ..... **Dated:** .....

**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 supplier named on this form is 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 any 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 regulation5 of the Australian Consumer Law and Fair Trading Regulations 2012and section 22(3)(b) of the Australian Consumer Law and Fair Trading Act 2012.

**\*\*WAIVER FOR CHILDREN UNDER 18 ON  
THE NEXT PAGE\*\***


**Victorian Agricultural Shows Limited  
Horse Sports Participants Indemnity & Waiver  
TO BE SIGNED ON BEHALF OF ALL CHILDREN UNDER 18 YEARS OLD  
RISK WARNING**

**Victorian Agricultural Shows Ltd advises that the participation, including passive participation, in horse sport activities at an agricultural show contains elements of risk, both obvious and inherent. Horse sports are a dangerous recreational activity and horses can act in a sudden and unpredictable way, especially if frightened or hurt. The risks involved may result in property damage and/or personal injury including death.**

1. I, the undersigned acknowledge, agree, and understand that participation, including passive participation, in horse sport activities at this, or at any show contains an element of risk of injury.
2. I, the undersigned acknowledge, agree, and understand the dangers associated with the consumption of alcohol or any mind altering drugs before, and during the activities and I take full responsibility for any injury, loss or damage associated with their consumption.
3. I, the undersigned acknowledge, agree, and understand that this document constitutes a contractual waiver pursuant to Section 22 of the Australian Consumer Law and Fair Trading Act 2012 (ACLFTA). In that regard, I have initialled the "warning" contained at the end of this document".
4. I, the undersigned understand that by participating in this show, ..... [name of minor] may become exposed to the risk of injury, and I consent to the participation. 
5. I, the undersigned assert that the above named minor voluntarily consents to participation in this show.
6. I, the undersigned acknowledge the risk referred to above and agree to waive any and all rights that I, the above named minor or any other person, may have against the Benalla Agricultural & Pastoral Society Inc] in relation to any loss or injury (including death) that is suffered by the above named minor as a result of participation in this show.
7. I, the undersigned agree to continually indemnify the Benalla Agricultural & Pastoral Society Inc on a full indemnity basis against any claim or proceeding that is made, threatened or commenced and any liability, loss (including consequential loss and loss of profits), damages or expense (including legal costs on a full indemnity basis) that the Benalla Agricultural & Pastoral Society Inc incurs or suffers, as a direct or indirect result of the above named minor's participation in any event held by the Benalla Agricultural & Pastoral Society Inc.

I have read this Indemnity and Waiver form and the ACLFTA Warning provided at the end of this document and acknowledge and agree with its contents. I have made any further enquiries which I feel are necessary or desirable and fully understand the risks involved in this activity.

I agree that this agreement will be binding on my (and their) heirs, next of kin, executors and administrators.

I, ..... (name) of ..... (address) am the parent/guardian of ..... Signature: ..... Date: ...../...../.....	
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
<b>Signed for and on behalf of Benalla Agricultural &amp; Pastoral Society Inc:</b> Name: ..... Position: ..... Signature: ..... Date: ...../...../.....
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