

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: Refer to Section F Participant's Date of Birth: Refer to Section F

Participant Address: Refer to Section F

Participant Contact Number: Refer to Section F

Participant Email: Refer to Section F

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

Victorian Agricultural Shows Limited and

(Name of Show)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 Suppliers' facilities are all dangerous recreational activities.

This document is a risk warning for the purpose of the Wrongs Act (1958) VIC.

Any and all warranties, conditions and guarantees in relation to the competitions and activities, Events and use of Suppliers' facilities which are implied by Australian Consumer Law are excluded to the fullest extent permitted by law.

This risk warning is given by or on behalf of the Suppliers.

This document acts as an exclusion of liability under the Wrongs Act (1958) VIC if the services supplied by the Suppliers 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 Suppliers' facilities is a recreational activity for the purposes of the Wrongs Act (1958) VIC.

1. I participate in the Event and/or use of the Suppliers' facilities at my own risk.

2. Participation in the Event and/or use of the Suppliers' 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 Suppliers' 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 Suppliers' 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 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 Suppliers' 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 Suppliers' facilities.
- 11. I use the Suppliers' 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 Suppliers' 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 Suppliers' facilities and agree that such use may result in my being excluded from the Event and/or from using the Suppliers' facilities with no entitlement to any refund of money paid to the Suppliers for entry.
- 14. I agree to be bound by the rules and guidelines of the Suppliers 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 anyway whatsoever arising from my participation in the Event and any associated activities and/or my use of the Supplier's facilities.
- 4. I 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 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 Suppliers, their employees or agents legally responsible for any personal injury or death I suffer.
- 6. I will not sue the Suppliers, their employees or agents for any claims, actions, costs, damages or liability.
- 7. I release the Suppliers 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 Suppliers 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 and Commonwealth of Australia where applicable.
 I agree that everything in this document is binding on me and my heirs, next of kin, executors and administrators.

Signature:..... Dated:

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

Participant's 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 Suppliers' 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 and Commonwealth of Australia where applicable.
 I agree that everything in this document is binding on me and my heirs, next of kin, executors and administrators.

Signature: Dated:

Section E - 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's Name	Microchip / Reg # or Description (Sex, Colour, Brand)	PIC No.	Last Event and Date	Signature and Date

I, the owner/rider/exhibitor of the above horse, declare that, to the best of my knowledge, it 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 organizer 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 (Please Print)	PARTICIPANT or PARENT/GUARDIAN'S SIGNATURE	ADDRESS	EMAIL ADDRESS	DATE OF BIRTH	CONTACT NUMBER

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

..... Signature of Responsible Official/Witness	Date:
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Warragul & West Gippsland Agricultural
Society Inc

2024 HORSE ENTRY FORM

ALL COMPETITORS
Please read back of this
form before signing.

Please forward this form with payment & stamped self address envelope IF you need tickets returned to:
The Entry Secretary
PO Box 116 Warragul VIC 3820
NB: you will need to keep your own copy of your entries. One Exhibitor per Entry Form.

**Horses and other animal ENTRIES CLOSING DATES -
Refer to Book**

Exhibitor: _____
Address: _____ Postcode: _____
Tel: _____ Mob: _____
Email: _____

SECTION No.	CLASS Letter/ No.	PERSON Exhibiting/Riding ONLY ONE EXHIBITOR PER ENTRY FORM	Livestock – ANIMALS name	Breed	DOB	Entry Fee

The Society shall not be responsible for any accident that may be caused through an exhibit, & it shall be a condition of entry that each exhibitor or competitor shall not hold the Society responsible, & indemnify it against any legal proceedings arising from such accident. The Society shall not under any circumstances hold itself responsible for any loss or miss-delivery of livestock or other exhibits at the Society’s exhibition, or any loss or damage thereto. The Society shall not under any circumstances hold itself responsible for any loss by fire, storm, damage by water, flood or lightning. Exhibits & displays of all kinds accepted only on this condition.
I agree to abide by the Rules & Regulations of the Society, or any other appropriate society, & abide by the disciplinary actions & penalties of their committees.

ALL EXHIBITORS: I have read, understood and agree with the participants indemnity and waiver and the privacy statement as presented on the back of this form

Name _____ Signature _____

• Make cheques/money orders payable to:
Warragul & West Gippsland Agricultural Society
& return to **Entry Secretary, PO Box 116, Warragul 3820.**

Entry will not be processed unless paperwork is completed & signed:
.....(signed)
Entry fee: \$
Show Ticket: \$
Donation: \$
TOTAL: \$
Cash/Chq / MO – circle one please

**** ALL EXHIBITORS PLEASE READ THIS ****
IMPORTANT INFORMATION!

Privacy Statement

The Warragul & West Gippsland Agricultural Society Inc (the Society) collects your personal information to administer the Warragul Show (the Show) and for related purposes, such as promoting the Show, maintaining information about qualification for future events or making claims on any insurance in connection with the Show. Your information may be disclosed to service providers and other organisations who help to administer the Show (including health service providers), indemnity or insurance providers or other Warragul & West Gippsland Agricultural Society bodies or organisations that have similar objective to the Society, including breed associations recognised by the Society. Your information may also be disclosed if required and/or authorised by law.

We may also disclose winners' information to the media for the purpose of publishing articles on your participation in the Show.

Participants Indemnity and Waiver

Participation, including passive participation, in events or activities at an agricultural show contains elements of risk, both obvious and inherent. The risks involved may result in property damage and/or personal injury including death. I understand activities at shows contain an element of risk of injury and I agree that I undertake any such risk voluntarily of my own free will and at my own risk. I also understand this document constitutes a contractual waiver pursuant to Section 22 of the Australian Consumer Law and Fair Trading Act 2012 (ACLFTA). I acknowledge the risk referred to above and agree to waive any and all rights that I, or any other person claiming through me, may have against the Warragul & West Gippsland Agricultural Society Inc. and any or all of its office bearers in relation to any loss or injury (including death) that is suffered by me as a result of my participation in this show. I agree to continually indemnify the Warragul & West Gippsland Agricultural Society Inc. and any or all of its office bearers 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 Warragul & West Gippsland Agricultural Society Inc. and any or all of its office bearers incurs or suffers, as a direct or indirect result of my participation in any event held by the Warragul and West Gippsland Agricultural Society Inc. and any or all of its office bearers.

I have read this Indemnity and Waiver information and acknowledge and agree with its contents—and will sign this agreement on my entry form. I have made any further enquiries which I feel are necessary or desirable and fully understand the risks involved in this activity.

PLEASE SIGN YOUR AGREEMENT TO THIS INFORMATION ON YOUR ENTRY FORM/S
Entry will not be processed unless paperwork is completed and signed

Show Information

Rules, Regulations, Society's Disclaimer and Privacy Statements pertaining to this event can be viewed at the Secretary's office on the day. All Show Society rules and regulations must be adhered to. The Warragul & West Gippsland Agricultural Society Inc. is committed to providing a safe, healthy and environmentally acceptable showground for all stakeholders. We shall maintain an effective health & safety program so far as is practicable and endeavour to comply with all statutory and common law requirements.