



WINTON PASTORAL & AGRICULTURAL SHOW SOCIETY INC

2019 Winton Show  
7<sup>th</sup>, 8<sup>th</sup> & 9<sup>th</sup> June 2019

## Horse Event Participant Waiver, Release and Acknowledgement Form

In this Waiver, Release and Acknowledgement Form “the Society” means and includes all affiliated entities; servants or agents of the Society, all employees of the Society, all members of the Society and all volunteers of the Society and/or all affiliated entities.

Please read this document carefully before signing. This document has legal consequences and will affect your legal rights and will limit your ability to bring future legal actions.

By participating in the Event:

1. I acknowledge that it is a condition of participating in the Event that I do so at my own risk.
2. I fully understand the risks involved in this Event, including the risk of serious injury or even death.
3. I willingly and voluntarily assume and accept all risks necessarily flowing from participating in the Event and agree to participate at my own risk.
4. I acknowledge that it is a condition of and consideration for participating in the Event that the Society and any person or body directly or indirectly associated with the Event are absolved from all liability arising for death, physical or mental injury to myself howsoever caused arising out of my participation in the Event 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, or otherwise.
5. I indemnify, waive and release the Society from all claims, demands and proceedings for death, physical or mental injury incurred by me as a result of my participation in the Event.
6. This release continues forever and binds all of my heirs, successors, executors, personal representatives and assigns.
7. I further indemnify The Society against any and all claims made by others arising from my participation in the Event 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, or otherwise.
8. I acknowledge that the Society relies on the information provided by me and state that all such information is accurate and complete.
9. I warrant that I am physically fit to participate in the Event 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. I understand that it is my responsibility to continuously monitor my own physical and mental condition during the Event and I agree to withdraw immediately and to notify the Society if at any point my continued participation would create a risk of danger to myself or to others.
10. I consent to receiving at my cost any medical treatment including ambulance transportation and emergency medical care that the Society and any person or body directly associated with the Event think desirable as required during the event.
11. I acknowledge that it is a condition of participating in the Event that I follow the instructions of the Society and any person or body directly or indirectly associated with the Event at all times. I indemnify and keep indemnified the Society and any person or body directly or indirectly associated with the Event 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.

12. I declare that the horse/s in my care for the purposes of the Event have been in good health and not shown signs of any respiratory or other disease for at least five (5) days prior to the Event. I authorise any official connected with the Event to call for veterinary inspection of the horse/s in my care should they show signs of any respiratory illness and I agree to pay any fees associated with that veterinary inspection.
13. I declare that all horse equipment (tack, bridles, buckets and any other articles that have come into contact with equines) and the horse transport vehicle have been cleaned and disinfected before leaving the property of origin to come to this event.

SIGNATURE

DATE

\_\_\_\_\_

\_\_\_\_\_

FULL NAME  
(PLEASE PRINT)

\_\_\_\_\_

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 UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

### DECLARATION OF MINORS – UNDER 18 YEARS OF AGE

If you are under the age of 18 years on the Event Day your parent or guardian must sign this declaration.

I certify that I am the parent/guardian of \_\_\_\_\_ who will be \_\_\_\_\_ years of age on the day of the Event and that he/she has trained for and has my consent to participate in the Event. I testify that I have read the above and acknowledge acceptance of the stated conditions on behalf of the minor specified above.

In consideration for the above minor's participation in the event, I myself, my executors, administrators and assigns and for the child/children/under age person/s (if applicable) absolutely indemnify, waive, release and discharge the Society and any person directly or indirectly associated with the Event from all claims, demands and proceedings arising out of or connected with participation in the Event for death, physical or mental injury that the child/children/under age person/s may suffer or sustain.

SIGNATURE

[ ]

DATE

[ ]

\_\_\_\_\_

\_\_\_\_\_

FULL NAME  
(PLEASE PRINT)

[ ]

\_\_\_\_\_

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 DOCUMENTS FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.