

Neerim District Agricultural and Horticultural Society Inc.

Learn to Show – Show to Learn Po Box 80, Neerim South, Vic 3831 www.neerimdistrictcountryshow.com www.facebook.com/neerimdistrictcountryshow Applications Close Thursday 1st December 2016

2016 NEERIM DISTRICT HORSE SHOW HORSE ENTRY FORM & RISK ACKNOWLEDGEMENT

Send Horse entries to: The Secretary, Po Box 80, Neerim South, Vic 3831 or Email: secretary@neerimdistrictcountryshow.com

Business Name (If applicable)				
Participant's Name		Parent/ Guardian (if under 18 years)		
Address				
	State		Post Code	
Riders EFA Number	Date of Birth (Animals DOB)		PIC (Property Identification Code)	
Phone	·			
Email				

Office Use Only	Section	Class No	Name/Description of Exhibit	Entry Fee

The Neerim District Agricultural and Horticultural Society Inc. 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 Neerim District Agricultural and Horticultural Society Inc. responsible, & indemnify it against any legal proceedings arising from such accident. The Neerim District Agricultural and Horticultural Society Inc. shall not under any circumstances hold itself responsible for any loss or miss-delivery of livestock or other exhibits at the Neerim District Agricultural and Horticultural Society Inc.'s exhibition, or any loss or damage thereto. The Neerim District Agricultural and Horticultural Society Inc.'s exhibition, or any loss or 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 Neerim District Agricultural and Horticultural Society Inc., or any other appropriate Neerim District Agricultural and Horticultural Society Inc. & abide by the disciplinary actions & penalties of their committees. The attention of exhibitors is particularly drawn to the conditions relating to the misuse of drugs, and the Committee may undertake random testing for forbidden substances.

EXHIBITORS DECLARATION I accept the Association's conditions of entry and agree to comply with the Rules, Regulations and/or Guidelines of the Association.

I have read, understood and agree with the participant's risk acknowledgment and waiver as presented on the back of this form.

Signed:	Date	ed:	/	/	
Make Cheques payable to:		NO ENTRY WILL BE CONSIL	DERED VA	ALID UNLESS THE	ENTRY FORM HAS
Neerim District Agricultural & Horticultural Society Inc.		BEEN COMPLETED & SIGNI	ED ON BO	OTH PAGES.	
		IF THERE IS INSUFFICIENT S	SPACE, PI	LEASE ATTACH A	DDITIONAL PAGES
Or via Bank Deposit				Future Fac	Ś
Account Name: Neerim District Agricultural and Horticultural Society Inc.				Entry Fee	Ŷ
BSB: 633 00 Account: 1300 829 10				Show Ticket	\$
Description: participants name				Total	\$

VICTORIAN AGRICULTURAL SHOWS LIMITED Neerim District Agricultural and Horticultural Society Inc. HORSE SPORTS PARTICIPANT RISK ACKNOWLEDGEMENT & WAIVER

Name of Participant:	
Participant Address:	

Contact # of participant:

Email: Victorian Agricultural Shows Ltd and the Neerim District Agricultural and Horticultural Society (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.

By signing this waiver, I acknowledge 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 that 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 the Neerim District Agricultural and Horticultural Society entirely at my own risk, as I find them and with the prior acceptance of the risk of possible danger to me.
- 1 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.
- 2 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 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.
- **3** 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.
- **4** 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:/	

Where participant is <u>under</u> 18 years of age (to be completed by a parent or guardian):

I ______ being a parent or legal guardian of the above named participant hereby consent to my child participating in horse sports.

I confirm that I have read and understood and explained to the participant, 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 (and their) 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.

Signa	iture:	 	

WARNING UNDER THE FAIR TRADING ACT 1999

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 32N of the **Fair Trading Act 1999**, 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 *Fair Trading Act 1999* 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** on the supplier's part. **Gross Negligence** is defined in the Fair Trading (Recreational Services) Regulations 2004.

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Name of Horse	Owner of horse	Microchip or reg no. or description (sex, colour, brand)	Pic no.	Last event & date

I, the owner/rider/exhibitor of the horse/s, declare that, to the best of my knowledge, it is/they are fit and healthy and I agree that if found to be otherwise it/they will not be allowed to compete at this event.

Signature:

TO HAVE A VALID ENTRY, YOU MUST SIGN BOTH PAGES OF THIS FORM. A PARENT/ GUARDIAN MUST SIGN ON THE BEHALF OF A CHILD (UNDER 18) ENTRANT.