

## Pony Club Australia (PCA)

### Day Participant Waiver and Liability Declaration

*Participants in events organised by PCA Clubs, who are not current financial members of a PCA Club, or who cannot prove current PCA membership, or who do not have any other approved insurance in place, upon completion of this form, are deemed to be registered “Day Participants” of the event.*

*Protection is afforded to the Day Participant under the PCA Public Liability policy, only whilst attending and/or participating in PCA approved activities organised and/or run by the PCA Club at that event, where they are liable for causing bodily injury or property damage to others, excluding whilst travelling to and from such event. By completing this form, you agree to abide by the Rules & Conditions of the PCA and any Rules of the event. An insurance contribution fee of \$15 per day is payable for Day Participants who do not have current and proven insurance with an equestrian organisation listed overleaf.*

I, the Day Participant, hereby agree with the Organiser/s that I am by this agreement entitled to participate in the Activity on the terms and conditions set out in this document.

The Organiser/s enter into this agreement on their own account and also as agent for the Associate/s in respect of each acknowledgement, consent, declaration, release and indemnity expressed in this agreement to be given by me to, or made by me in favour of, an Associate (jointly or in an individual capacity).

#### Definitions

- (a) **Affiliate Member** means an Affiliate Member as defined in the PCA Constitution, being a pony club, Zone or association registered with a Member Branch and admitted to PCA in accordance with clause 5.5 of the PCA Constitution and the Policies.
- (b) **Activity/Activities** includes performing, participating or spectating in any capacity, including as a Member, in any activity provided, authorised and/or recognised by PCA or any of its Member Branch or Affiliate Members (including online and/or at home).
- (c) **Organiser/s** means the organiser of the Activity and includes PCA, the Member Branch and Affiliate Member.
- (d) **Associate/s** means Associate/s of the Organiser/s, being employees, volunteers, committees, coaches, officials, medical personnel, Members, sponsors, promoters, advertisers, owners and lessees of premises on which Activities are held, underwriters and consultants.
- (e) **Claim** means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising including but not limited to negligence or under the Australian Consumer Law.
- (f) **Member** means a member of PCA in accordance with clause 5 of the PCA Constitution.
- (g) **Member Branch** means the Pony Club Association of New South Wales, the Pony Club Association of Queensland, Pony Club Western Australia, the Pony Club Association of South Australia, the Pony Club Association of Victoria, Pony Club Tasmania and the Pony Club Association of the Northern Territory.
- (h) **Reckless Conduct** means the supplier is aware, or should reasonably have been aware, of a significant risk that the conduct could result in personal injury to another person; and engages in conduct despite the risk and without adequate justification.

#### Acknowledgement of risks and consent

- 1.1 I acknowledge that the Activity is a dangerous recreational activity and that by engaging in the Activity I am exposed to certain risks and dangers and am under certain obligations as follows:

- (a) that I may be seriously injured (including suffering a spinal injury, brain or head injury, fractures, soft tissue injury, illness and mental anguish and emotional disturbance) and may be killed;
- (b) horses may act in a sudden and unpredictable manner, and the Organiser/s and Associate/s do not make any representations or warranties as to how a horse may act;
- (c) that I have considered all of the risks involved, including those risks associated with any pre-existing health condition, injuries or disabilities I may have;
- (d) that the venue conditions may be hazardous and may vary without warning or predictability;
- (e) that I will wear an approved helmet at all times while participating in the Activity in accordance with the relevant PCA Rules and/or as requested by the Organiser/s or Associate/s;
- (f) any misconduct (as determined by the Organiser/s or Associate/s or a delegated authority, at their discretion) or refusal by me to follow any direction of the Organiser/s or Associate/s, may result in my disqualification from the Activity and the forfeiting of all fees paid in relation to the Activity;
- (g) that the Organiser/s, Associate/s or their representatives in charge of meetings in respect of the Activity are frequently obliged to make decisions under pressure of time/events;
- (h) that there may be no or inadequate facilities for treatment or transport of me if I am injured;
- (i) that I have an obligation to myself and to others to act safely and within the Constitution, rules, regulations, policies, guidelines and codes of conduct of PCA and the Member Branches and any other rules, regulations, policies, guidelines and codes of conduct relevant to the Activity;
- (j) the Organiser/s and the Associate/s do not make any warranty that the services at the venue or the design of any course or training facilities will be provided with due care and skill or that any materials provided in connection with the services will be fit for the purpose for which they are supplied;
- (k) to the extent that any warranty is implied it is excluded to the full extent permitted by law; and
- (l) that I have voluntarily read and understood this warning and accept and assume the inherent risks in participating in the Activity.

1.2 I consent to the Organiser/s and Associate/s using technology to film, record and/or photograph me during Activities (whether physical or virtual/online). I have no proprietary interest in the images. I authorise and consent to the Organiser/s and Associate/s using such images, my name and information about my participation in the Activities to promote the Activities. I release the Organiser/s and Associate/s from any Claim arising from the Organiser/s and Associate/s use of technology including but not limited to defamation and/or an invasion of privacy.

### **Medical**

2.1 I declare that I am and must continue to be medically and physically fit and able to participate in the Activity. I will immediately notify the Organiser/s and/or Associate/s if I feel unsafe or unwell in any way, or if there is any change to my fitness and ability to participate, and will immediately cease to participate in the Activity. I understand and accept that the Organiser/s and Associate/s will continue to rely upon this declaration as evidence of my fitness and ability to participate in the Activity.

2.2 I agree that the Organiser/s and/or Associate/s may at their absolute discretion deny me eligibility to undertake the Activity if they consider I am not medically, mentally and/or physically fit and able to participate (or continue to participate) in the Activity without unreasonable risk to myself or others. The Organiser/s and Associate/s are in no way liable if they choose not to exercise their discretion under this clause.

2.3 I understand and acknowledge the dangers associated with the consumption of alcohol, any banned substance or mind-altering drug before or during any Activity. I accept full responsibility for injury associated with the consumption of alcohol, any banned substance or mind-altering drug.

- 2.4 I agree to report any accidents and injuries I suffer during any Activity provided by the Organiser/s to the Organiser/s before I leave any relevant venue.
- 2.5 I agree that if required, the Organiser/s and/or Associate/s may arrange medical or hospital treatment (including ambulance transportation) for me. I authorise such actions being taken and agree to meet all costs associated with such action.
- 2.6 I acknowledge that Organiser/s of Activities may collect, use and disclose health information in accordance with the *Privacy Act 1988* (Cth) and any additional State/Territory privacy legislation.
- 2.7 I consent to Organiser/s of Activities collecting, using and disclosing my personal information (including health information) for the purposes of eligibility to participate in the Activities and for the purposes of communicating with relevant health service providers regarding eligibility or if an incident occurs for treatment and incident management and insurance purposes, in accordance with the *Privacy Act 1988* (Cth) and any additional State/Territory privacy legislation.
- 2.8 I acknowledge that it is my responsibility to arrange personal accident insurance coverage if I am not an Individual Member.

### **Waiver**

- 3.1 In agreeing to participate in any way in the Activity, the Day Participant, his/her personal representatives, heirs and next of kin hereby releases, waives, discharges and covenants not to sue the proprietors of the Organiser/s and the Associate/s with respect to any and all injury, disability or death, whether caused by the negligence of the Organiser/s and/or the Associate/s, a breach of a contract or otherwise.
- 3.2 By signing this Day Participant Declaration, you agree that the liability of the Organiser/s and/or the Associate/s in relation to the recreational services (as that term is defined in section 139A of the *Competition and Consumer Act 2010*) for any:
- i) death;
  - ii) physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
  - iii) the contraction, aggravation, or acceleration of a disease;
  - iv) the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs, that is or may be harmful or disadvantageous to you or the community; or that may result in harm or disadvantage to you or the community;

that may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services is excluded and the application of any express or implied term that any services will be provided with due care and skill or fit for any specific purpose is hereby excluded.

*Note: The change to your rights does not apply to a significant personal injury suffered by you that is caused by the Reckless Conduct of the supplier of the recreational services.*

## Indemnity and release

Every Day Participant (Non-Member) must complete this form.

4.1 Please tick the appropriate box:

I am a current member of an equine association, and/or I hold a current insurance policy which provides me with 24/7 Public Liability insurance to the minimum limit of \$10,000,000 per occurrence. The equine association I am a member of is \_\_\_\_\_ and my membership/policy number is: \_\_\_\_\_.

I understand that I will not be covered under the PCA Insurance Program should a claim be made against me.

I am not a member of any of the below and do not have a current Public Liability policy with a minimum of \$10,000,000 cover so will complete the Registered Participant Application. I am aware that this is not Personal Liability insurance so cover does not extend to cover to and from this event. I am aware that no Personal Accident cover is provided.

4.2 Please tick if you are a member of:

Equestrian Australia (please note you must be a direct member of your state branch and not just an affiliated club)

Adult riding club. Please specify \_\_\_\_\_

Other. Please specify \_\_\_\_\_

I hold my own personal liability policy for my equestrian activities. The insurance company is \_\_\_\_\_ and I attach my Certificate of Currency.

5.1 In consideration of the acceptance of me as a participant in the Activity, I agree to indemnify and keep indemnified to the full extent permitted by law, the Organiser/s and the Associate/s and each of them in the following manner:

- (a) I participate in the Activity at my sole risk and responsibility;
- (b) I accept the venue where the Activity is held as it stands with all or any defects hidden or exposed;
- (c) I indemnify and hold harmless the Organiser/s and the Associate/s, their respective servants, agents, officials and competitors against any Claims which may be made by me or on my behalf for or in respect of or arising out of my death or any injury caused to me whether caused by negligence, breach of contract or otherwise;
- (d) I agree to release to the full extent permitted by law the Organiser/s and the Associate/s from all liability to me for any Claim that arises as a result of any act, matter or thing done, permitted or omitted to be done, by me or which is in any way connected with my presence at or involvement in the Activity.

5.2 A term of this release and indemnity will not apply where the term contravenes the law of the relevant jurisdiction under which any legal action is legitimately taken however such terms are severable and do not invalidate the remaining terms.

## Compliance

6.1 I acknowledge, understand and agree that it is a condition of my participation in the Activity that I agree to be bound by, and subject to, the PCA Constitution, rules, regulations, guidelines, policies, codes of conduct and jurisdiction of PCA and the Member Branches and any other rules, regulations, guidelines, policies and codes of conduct relevant to the Activity as amended from time to time. Copies of the PCA and Member Branch constitutions, rules, regulations, guidelines, policies and codes of conduct are available online.

## Execution

7.1 I, the Day Participant, agree to participate in \_\_\_\_\_ [Activity] on \_\_\_\_\_ [Date].

7.2 I, the Day Participant, state that I have read and understood this Day Participant Declaration (including the risk warning, indemnity, release and waiver) and agree to the terms and conditions as stated.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

My emergency contact for the Activity is \_\_\_\_\_ and they can be contacted on \_\_\_\_\_.

***Third party indemnity where participant is under 18 years of age***

I \_\_\_\_\_, being the parent or guardian of the Day Participant, hereby acknowledge:

- a) I have read the whole of this document and understand it;
- b) I consent to the Day Participant participating in the Activity;
- c) I am aware of the risks, dangers and obligations set out above;
- d) I acknowledge that the Day Participant is bound by and subject to the rules, regulations, guidelines, policies and codes of conduct of PCA.

In consideration of the Day Participant being accepted as a participant in the Activity I hereby indemnify and release the Organiser/s and the Associate/s in the same manner and to the same effect as if I was the Day Participant and agree to personally accept all terms and conditions and obligations set out in this declaration.

AGREEMENT ON BEHALF OF ONE PARENT OR GUARDIAN IS AGREEMENT ON BEHALF OF ALL PARENTS AND/OR GUARDIANS OF THE ENTRANT.

Parent/guardian: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_