



RELEASE AND WAIVER OF LIABILITY ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

CLUB/COACH NAME: Southern Cross Extreme Cowboy Racing

CLUB/COACH ADDRESS: Maryborough Show Grounds/Equestrian Park

EVENT: QLD YOUTH ALDRIDGE EQUESTRIAN CHALLENGE

(hereafter referred to as "EVENT(S)")

NOTE: the Competition & Consumer Act 2010 ("the Act") implies a warranty of due care and skill into contracts for the supply of services to consumers, as defined in the Act. To the extent that the warranty applies to any contract relevant to the Release and Waiver of Liability, it cannot be excluded.

Subject to that warranty, if applicable and IN CONSIDERATION of being permitted to compete, officiate, observe, work for, or participate in any way in the EVENT(S), EACH OF THE UNDERSIGNED, for himself/herself, his/her personal representatives, heirs and next of kin:

1. Acknowledges, agrees and represents that he/she further agrees and warrants that, if at any time, he/she feels anything to be unsafe, he/she will immediately advise the officials of such and refuse to participate further in the EVENT(S).
2. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the club/coach, participants, EA and its state bodies or any subdivision thereof, officials, volunteers, medical personnel, any persons, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the EVENT(S), premises and event inspectors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENT(S) and each of them, their directors, officers, agents and employees, all for the purposes as herein referred to as "Releasees", FROM ALL LIABILITY, TO THE UNDERSIGNED, his/her personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OR RELATED TO THE EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
3. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releases and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of or related to the EVENT(S), WHETHER CAUSED BY THE OF THE RELEASEES OR OTHERWISE.
4. HEREBY ASSUMES FULL RESPONSIBILTY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENT(S) WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.



5. HEREBY acknowledges that THE ACTIVITIES THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of the UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE/MEDICAL OPERATIONS OR PROCEDURES OF THE RELEASEES OR OTHERWISE.

6. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, INCLUDING NEGLIGENCE RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the State/Territory in which the EVENT(S) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

By signing this I understand that Southern Cross Xtreme Cowboy Racing Inc have a strict helmet policy whereas helmets are to be worn on practise days and club events that are not sanctioned with EXCA. If I choose to not wear a helmet I am taking responsibility and accountability for my our choice and take responsibility if any injury occurs due to my choice of not wearing a helmet. HOWEVER IF you are under 16 by law you MUST wear a helmet at all times you are mounted

IN SIGNING HERE UNDER I CONFIRM HAVING READ AND UNDERSTOOD THE CONTENTS OF THIS DISCLAIMER.