



KEMPSEY SHOW 2021

Tuesday 13th & Wednesday 14th APRIL

HORSE RING ENTRY • Waiver & Horse Health Declaration

AGRICULTURAL SOCIETIES COUNCIL OF NEW SOUTH WALES 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"): **KEMPSEY SHOW – Event Date: 13th & 14th April 2021**

Participant's Name: Participant's Date of Birth:

Participant's Address:

Participant's Contact Number: Participant's Email:

Section A - Supplier's Statements about Risk and Duty of Care

Agricultural Societies Council of New South Wales Limited & **KEMPSEY SHOW 2021** (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 section 5M of the Civil Liability Act NSW 2002. This risk warning is given by or on behalf of the Suppliers.

This document acts as an exclusion of liability under Part 1A Division 5 of the Civil Liability Act NSW 2002 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:

1. Participation in the Event and/or use of the Suppliers' facilities is a recreational service for the purposes of section 139A of the Australian Competition and Consumer Act (Cth) 2010 and a recreational activity for the purposes of section 5K of the Civil Liability Act (NSW) 2002.
2. I participate in the Event and/or use of the Suppliers' facilities at my own risk.
3. 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.
4. 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.
5. Animals can act in sudden and unpredictable ways, especially if frightened or hurt, or if exposed to loud or unfamiliar noises.
6. 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.
7. 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.
8. Insects or other animals may cause animals used in the Event to become frightened and act in an unpredictable way.
9. In handling animals, there is a risk of suffering injury including injuries caused by the animals.
10. 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.
11. 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.
12. 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.

- 13. 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.
- 14. 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.
- 15. 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

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 New South Wales.

I agree that everything in this document is binding on me and my heirs, next of kin, executors and administrators.

Signature: Dated:

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 New South Wales.

I agree that everything in this document is binding on me and my heirs, next of kin, executors and administrators.

SIGNATURE: DATED:



AGRICULTURAL SHOW SOCIETIES COUNCIL OF NSW

(T/A NSW AG SHOWS)

HORSE HEALTH BIOSECURITY DECLARATION

EVENT NAME				DATE	
COMPETITOR NAME				COMPETITOR PIC	
OWNER / PERSON IN CHARGE OF HORSE/S					
HOME ADDRESS					
PHONE (MOBILE)		EMAIL			
VEHICLE DESCRIPTION				REGISTRATION NUMBER	
PROPERTY OF ORIGIN OF HORSE/S					
ADDRESS (If different from owner address)					
DETAILS OF ALL HORSES BROUGHT ONTO THE GROUNDS					
Horse: Registered Name E.g. Roger Rabbit	Description/ Sex Bay / Gelding	Microchip/Brand 1 ov 4 o.sh Arrow n.sh	PIC of Property Horse is returning to	Vaccinations i.e. Hendra, Strangles, Tetanus	

Are these horses remaining on grounds overnight? _____

Declaration to be completed by owner or person in charge of horse/s listed above:

I, _____ declare that the horse/s listed above, to the best of my knowledge, is/are of a fitness standard suitable for the event and healthy. I agree that if found to be otherwise it/they will not be allowed to compete at this event. I give my authorisation for _____ Show Society Biosecurity Officer or other authorised Show Society representative to call for a veterinary inspection of the horses listed above and in my care if they show signs of illness at anytime they are at this event. I understand my horse/s may be quarantined within the designated stable/yard biosecurity quarantine area if a veterinary inspection is deemed to be necessary. I agree to pay any veterinary fees incurred for the abovementioned horses as a result of this veterinary inspection.

I FURTHER DECLARE THAT:

1. Any stock travelling from interstate has been inspected/sprayed (if required) at the _____ DPI border crossing.
2. The information contained in this Horse Health biosecurity declaration is true and correct to the best of my knowledge.
3. I acknowledge that there is a possibility that horse/s might become infected with disease as a result of any movements and if necessary, horses and the event grounds will be quarantined in accordance with any legislation covering such occurrences including policies and procedures in effect at that time.
4. I acknowledge that, in the event of horse movement restrictions and/or quarantine each owner/person in charge will be responsible for the full care, maintenance and cost of their horse including feeding, agistment and veterinary costs if required.

Signed _____ Print Name _____

Entry FEES PAID:

NUMBER TICKETS PURCHASED X

PAYMENT METHOD: CASH / CHEQUE / EFT-Square Reader