CENTRAL NORTH COAST AGRICULTURAL SOCIETY
KEMPSEY SHOW 2022
Tuesday 26th & Wednesday 27th April

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: **26TH 27TH APRIL 2022**

Participant's Name: .....

Participant's Date of Birth:.....

Participant's Address: .....

Participant Contact Number: .....

Participant Email:.....

Section A - Supplier's statements about risk and duty of care

Agricultural Societies Council of New South Wales Limited and **KEMPSEY SHOW 2022** (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, specially 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 by inputting my name in the signature box and ticking the box beside my name, everything in this document is binding on me and my heirs, next of kin, executors and administrators.

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 by inputting my name in the signature box and ticking the box beside my name, everything in this document is binding on me and my heirs, next of kin, executors and administrators.

Signature: ..... Dated: ……