

**Congratulations once again on being an EWA Life Member. If you could please fill in all the below for our records to be up to date, and sign the waiver, Thank you! We do need all pages returned back Thank you!**

|  |  |  |  |  |  |  |  |  |  |  |  |            |  |     |  |                          |  |     |  |
|--|--|--|--|--|--|--|--|--|--|--|--|------------|--|-----|--|--------------------------|--|-----|--|
| <b>EWA LIFE MEMBERSHIP</b>                                     |  |  |  |  |  |  |  |  |  | Member No:   |  |            |  |     |  |                          |  |     |  |
| Applicant Details (Please Circle) Dr. Master Miss Mrs. Ms. Mr. |  |  |  |  |  |  |  |  |  | Gender: (circle) Male Female                         |  |            |  |     |  |                          |  |     |  |
| SURNAME:   |  |  |  |  |  |  |  |  |  |  |  |            |  |     |  |                          |  |     |  |
| Given Name/s:  |  |  |  |  |  |  |  |  |  | Date of Birth: ____ / ____ / ____                    |  |            |  |     |  |                          |  |     |  |
| Residential Address:   |  |  |  |  |  |  |  |  |  |  |  | Post Code: |  |     |  |                          |  |     |  |
| Postal Address:  |  |  |  |  |  |  |  |  |  |  |  | Post Code: |  |     |  |                          |  |     |  |
| Mobile Phone:  |  |  |  |  |  |  |  |  |  |  |  |            |  |     |  |                          |  | AH: |  |
| E-Mail Address:  |  |  |  |  |  |  |  |  |  |  |  |            |  |     |  |                          |  |     |  |
| Preferred Correspondence Method:                               |  |  |  |  |  |  |  |  |  | Email  |  | Postal     |  | SMS |  | PIC No (if applicable) : |  |     |  |
| Do you give photo consent? <b>Yes No</b>                       |  |  |  |  |  |  |  |  |  | Do you wish to receive the EWA E-News? <b>Yes No</b> |  |            |  |     |  |                          |  |     |  |
| Other Organisation (i.e. Member of Society/Club):              |  |  |  |  |  |  |  |  |  |  |  |            |  |     |  |                          |  |     |  |
| Emergency Contact Name:  |  |  |  |  |  |  |  |  |  | Contact Number:                                      |  |            |  |     |  |                          |  |     |  |
| Relationship:  |  |  |  |  |  |  |  |  |  | E-Mail:  |  |            |  |     |  |                          |  |     |  |

**Please complete the table below for VOTING RIGHTS**

**(If you do not select one (1) or more you are not eligible to vote for a sport committee in 2023)**

**If you wish to enquire about voting please call the EWA office on (08) 9296 1200**

Please also select your PRIMARY SPORT and the sports you are interested in.

Primary Sport: \_\_\_\_\_

| Sport                  | Voting | Interested |
|------------------------|--------|------------|
| Carriage Driving       |        |            |
| Coaching               |        |            |
| <b>Dressage</b>        |        |            |
| <b>Dressage - Pony</b> |        |            |
| Endurance              |        |            |
| <b>Eventing</b>        |        |            |
| General                |        |            |
| Interschools           |        |            |
| <b>Jumping</b>         |        |            |
| Para Equestrian        |        |            |
| Recreational           |        |            |
| Reining                |        |            |
| <b>Show Horse</b>      |        |            |
| <b>Vaulting</b>        |        |            |

**EA EWA DECLARATION**

I hereby apply for membership with the Equestrian Australia Ltd & Equestrian Western Australia Inc and agree to Abide by the rules, regulations, policies and bylaws of EWA, EA and FEI and decisions of the Equestrian WA Board of Directors available on our website [www.wa.equestrian.org.au/policies-bylaws](http://www.wa.equestrian.org.au/policies-bylaws)

**X** ...../...../.....

Signature (Member or Parent/Guardian if under 18)

**EQUESTRIAN WESTERN AUSTRALIA INC. ("EWA")  
RELEASE AND WAIVER OF LIABILITY ACKNOWLEDGEMENTS**

**MEMBERSHIP AGREEMENT**

**WARNING - THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS AND OBLIGATIONS. PLEASE READ IT CAREFULLY AND DO NOT SIGN IT UNLESS YOU ARE SATISFIED YOU UNDERSTAND IT.**

I hereby agree that by this Membership Agreement I am entitled to become a Member for 2023 on the terms and conditions set out in this document.

**Definitions**

Equestrian Activity/Activities includes performing, participating or spectating in any capacity, including as a Member, in any activity authorised or recognised by Equestrian Australia (EA) or any of its Member Branches (including online and/or at home).

Organiser/s means the organiser of the Equestrian Activity and includes EA, the Member Branch (and its affiliated clubs, associations or committees) and the Coach.

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 Equestrian Activities are held, underwriters and consultants.

Coach means the person(s) or entity supplying the Equestrian Activity.

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.

Member means a Participating Member as defined in the EA Constitution, being any person (Competitors, Participants and Supporters) or association of persons (incorporation or unincorporated) which is under the rules or constitution of a Member Branch, a duly registered and financial member of that Member Branch.

Member Branches means Equestrian Victoria, Equestrian NSW, Equestrian Western Australia, Equestrian South Australia, Equestrian Queensland, Equestrian Tasmania and Equestrian Northern Territory.

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**

I acknowledge that Equestrian Activities are inherently dangerous recreational activities and there is a significant risk of injury, disability or death.

I acknowledge that by engaging in any Equestrian Activities as a Member, I am exposed to certain risks and dangers and am under certain obligations as follows: 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;

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;

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;

That the venue conditions at Equestrian Activities may be hazardous and may vary without warning or predictability;

that I will wear an approved helmet at all times while participating in the Equestrian Activities in accordance with the relevant EA General Regulations, EA and Fédération Equestre Internationale rules and regulations, and/or as requested by the Organiser/s or Associate/s;

that 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 Equestrian Activities and the forfeiting of all fees paid in relation to the Equestrian Activities;

that the Organiser/s, Associate/s or their representatives in charge of meetings in respect of the Equestrian Activities are frequently obliged to make decisions under pressure of time/events;

That there may be no or inadequate facilities for treatment or transport of me if I am injured at Equestrian Activities;

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 EA and the Member Branches and any other rules, regulations, policies, guidelines and codes of conduct relevant to Equestrian Activities;

the Organiser/s and the Associate/s do not make any warranty that the services at the venue or the design of any course 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;

To the extent that any warranty is implied it is excluded to the full extent permitted by law; and

That I have voluntarily read and understood this warning and accept and assume the inherent risks in participating in the Equestrian Activities.

I consent to the Organiser/s and Associate/s using technology to film, record and/or photograph me during Equestrian 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 Equestrian Activities to promote the Equestrian 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**

I declare that I am and must continue to be medically and physically fit and able to participate in Equestrian Activities. 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 Equestrian Activities. 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 Equestrian Activities.

I agree that the Organiser/s and/or Associate/s may at their absolute discretion deny me eligibility to undertake the Equestrian Activities if they consider I am not medically, mentally and physically fit and able to participate (or continue to participate) in Equestrian Activities 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.

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

I agree to report any accidents, injuries, loss or damage I suffer during any Equestrian Activities provided by the Organiser/s and/or Associate/s before I leave any relevant venue.

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.

I acknowledge that Organiser/s of Equestrian Activities may collect, use and disclose health information in accordance with the Privacy Act 1988 (Cth) and any additional State/Territory privacy legislation.

I consent to Organiser/s of Equestrian Activities collecting, using and disclosing my personal information (including health information) for the purposes of eligibility to participate in the Equestrian 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.

I understand that EA and the Member Branch have arranged for limited personal injury insurance coverage which may provide me with some protection for loss, damage or injury that I may suffer during my participation in the Equestrian Activities. I acknowledge and accept that the insurance taken out by EA and the Member Branch may not provide me with full indemnity for loss, damage or injury that I may suffer during my participation in the Equestrian Activities, and that I may have to pay the excess if a Claim is made under an insurance policy on my behalf. I agree that my own insurance arrangements are ultimately my responsibility and I will arrange any additional coverage at my expense after taking into account EA and the Member Branches insurance arrangements, this document and my own circumstances.

**Waiver**

In agreeing to participate in any way in the Equestrian Activities, the Member, 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, death or loss or damage to person, whether caused by the negligence of the Organiser/s and/or the Associate/s, a breach of a contract or otherwise.

A supplier of a recreational services or recreational activities is entitled to ask you to agree that statutory guarantees under the Australian Consumer Law (Schedule 2 to the Competition and Consumer Act 2010 (Cth) (CCA)) do not apply to you (or a person for whom or on whose behalf you are acquiring the services or activities).

By signing this Membership Agreement, 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 s.139 of the CCA) for any:

Death;

Physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);

The contraction, aggravation, or acceleration of a disease;

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**

In consideration of the acceptance of me as a participant in the Equestrian Activities, 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:

I participate in the Equestrian Activities at my sole risk and responsibility;

I accept the venues where the Equestrian Activities are held as they stand with all or any defects hidden or exposed;

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;

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 Equestrian Activities.

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**

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

**Execution**

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

I have read the whole of this document and understand it;

I consent to the Member participating in the Equestrian Activities;

I am aware of the risks, dangers and obligations set out above;

I acknowledge that the Member is bound by and subject to the constitution, rules, regulations, guidelines, policies and codes of conduct of EA and the Member Branch.

In consideration of the applicant becoming a Member, 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 Member 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 MEMBER.**

**Name: (Block Letters)** \_\_\_\_\_

**Date of Birth:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Sign Here:** \_\_\_\_\_

**Date:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**PARENT/GUARDIAN CONSENT FOR UNDER 18-YEAR-OLD PARTICIPANTS.**

**Name: (Block Letters)** \_\_\_\_\_

**Date of Birth:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Sign Here:** \_\_\_\_\_

**Date:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_