

PARTICIPANT DECLARATION

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.

- 1 I, the Participant, hereby agree with the Coach that I am by this agreement entitled to participate in the Equestrian Activity on the terms and conditions set out in this document.
- 2 The Coach enters 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).

3 Definitions

- (a) **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).
- (b) **Associate/s** means Associate/s of the Coach, being their employees and volunteers, as well as EA and the associated Member Branch.
- (c) **Coach** means the person(s) or entity supplying the Equestrian Activity.
- (d) **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.
- (e) **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.
- (f) **Member Branches** means Equestrian Victoria, Equestrian NSW, Equestrian Western Australia, Equestrian South Australia, Equestrian Queensland, Equestrian Tasmania and Equestrian Northern Territory.
- (g) **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.

4 Acknowledgement of risks and consent

- 4.1 I acknowledge that any Equestrian Activity or horse sport is a dangerous recreational activity and that by engaging in the Equestrian 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 Coach 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 Equestrian Activity in accordance with the relevant EA General Regulations, EA and Fédération Equestre Internationale rules and regulations, and/or as requested by the Coach or Associate/s;
 - (f) any misconduct (as determined by the Coach or a delegated authority, at their discretion) or refusal by me to follow any direction of the Coach, may result in my disqualification from the Equestrian Activity and the forfeiting of all fees paid in relation to the Equestrian Activity;
 - (g) that there may be no or inadequate facilities for treatment or transport of me if I am injured;
 - (h) 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 the Equestrian Activity;
 - (i) the Coach 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;
 - (j) to the extent that any warranty is implied it is excluded to the full extent permitted by law; and
 - (k) that I have voluntarily read and understood this warning and accept and assume the inherent risks in participating in the Equestrian Activity.
- 4.2 I consent to the Coach and the 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 Coach 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 Coach and Associate/s from any Claim arising from the Coach and Associate/s use of technology including but not limited to defamation and/or an invasion of privacy.
- 5 Medical**
- 5.1 I declare that I am and must continue to be medically and physically fit and able to participate in the Equestrian Activity. I will immediately notify the Coach 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 Activity. I understand and accept that the Coach and Associate/s will continue to rely upon this declaration as evidence of my fitness and ability to participate in the Equestrian Activity.
- 5.2 I agree that the Coach may at their absolute discretion deny me eligibility to undertake the Equestrian Activity if they consider I am not medically, mentally and physically fit and able to participate (or continue to participate) in Equestrian Activity without unreasonable risk to myself or others. The Coach is in no way liable if they choose not to exercise their discretion under this clause.

- 5.3 I understand and acknowledge the dangers associated with the consumption of alcohol, any banned substance or mind-altering drug before or during any Equestrian Activity. I accept full responsibility for injury, loss or damage associated with the consumption of alcohol, any banned substance or mind-altering drug.
- 5.4 I agree to report any accidents, injuries, loss or damage I suffer during any Equestrian Activity provided by the Coach and/or Associate/s before I leave any relevant venue.
- 5.5 I agree that if required, the Coach 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.
- 5.6 I acknowledge that the Coach and/or Associates may collect, use and disclose health information in accordance with the *Privacy Act 1988 (Cth)* and any additional State/Territory privacy legislation.
- 5.7 I consent to the Coach and/or Associates 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.
- 5.8 I acknowledge that it is my responsibility to arrange personal accident insurance coverage if I am not a Member.

6 Waiver

- 6.1 In agreeing to participate in any way in the Equestrian Activity, the Participant, his/her personal representatives, heirs and next of kin hereby releases, waives, discharges and covenants not to sue the Coach and/or 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 Coach and/or the Associate/s, a breach of a contract or otherwise.
- 6.2 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).
- 6.3 By signing this Participant Declaration, you agree that the liability of the Coach and/or the Associate/s in relation to the recreational services (as that term is defined in s.139 of the CCA) 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.

7 Indemnity and release

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

- (a) I participate in the Equestrian Activity at my sole risk and responsibility;
- (b) I accept the venue where the Equestrian Activity is held as it stands with all or any defects hidden or exposed;
- (c) I indemnify and hold harmless the Coach 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 Coach 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 Activity.

7.2 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.

8 Compliance

8.1 I acknowledge, understand and agree that it is a condition of my participation in the Equestrian Activity 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.

9 Execution

10 I, the Participant, agree to participate in _____ [Activity] on _____ [Date].

10.1 I, the Participant, state that I have read and understood this 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 Participant, hereby acknowledge:

- a) I have read the whole of this document and understand it;
- b) I consent to the Participant participating in the Equestrian Activity;

- c) I am aware of the risks, dangers and obligations set out above;
- d) I acknowledge that the Participant is bound by and subject to the rules, regulations, guidelines, policies and codes of conduct of EA.

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

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

Parent/guardian: _____ Signature: _____ Date: _____