



## HORSE RIDING CLUBS ASSOCIATION OF VICTORIA INC (HRCAV) A0002667H ANNUAL MEMBERSHIP DISCLAIMER STATEMENT

To be completed by new and renewing members.

The completed form must be retained by the Club and provided to the HRCAV on request

CLUB \_\_\_\_\_

MEMBER'S NAME \_\_\_\_\_

As a condition of membership of the abovenamed HRCAV affiliated Club and prior to participating in activities or events conducted by the Club and/or the HRCAV you are required to acknowledge and agree to the following terms and conditions:

### 1) Membership and participation

- You acknowledge and agree to **abide by the rules**, by-laws, policies, directions and codes of conduct of the HRCAV and affiliated Club/s. You agree to follow the directions of organisers and officials at HRCAV activities and events and acknowledge that if you fail to follow directions you may not be permitted to participate and no refund will be given.
- You acknowledge and agree that the HRCAV has arranged **insurance coverage** for members which provides you with some protection for loss, damage or injury suffered as a result of your involvement in equestrian activities and that the insurance provided by HRCAV may not provide full indemnity. You acknowledge that the summary of cover provided by HRCAV may be viewed at [www.hrcav.com.au](http://www.hrcav.com.au) and agree that it is your responsibility to review your own insurance requirements and arrange any additional personal coverage you may require at your own expense.
- If you suffer any injury or illness whilst involved in HRCAV activities and events, you agree and consent to be provided with **evacuation, first aid and/or medical treatment** at your expense.
- You understand that, due to diseases such as equine influenza, government bodies may restrict or prevent the movement of horses, vehicles and personnel for a period of time ('standstill') and acknowledge and agree that a **standstill** is a risk of participation in the event/activity and agree to pay any costs incurred by the organising committee for or on behalf of your horses as a result of a standstill.
- You acknowledge that **photographs and electronic images** may be taken of you at HRCAV activities and events by organisers, official photographers and press and consent to their use for HRCAV related promotional/publicity purposes. You understand that, when images are taken of children under the age of 18 years, the parent/guardian has the option to withdraw such consent in accordance with the HRCAV Child Protection Policy.
- You understand and agree that **personal information** you have provided in your membership application is necessary for the conduct and management of the Club and HRCAV activities and other related activities, and that this and other relevant personal information is collected, recorded and used by the HRCAV in accordance with their Privacy Policy (available for review at [www.hrcav.com.au](http://www.hrcav.com.au)) You understand that you may **opt out of receiving promotional material from HRCAV sponsors and third parties** by notifying the HRCAV in writing.

### 2) Risk Warning and Waiver – You acknowledge that participation in the recreational activities supplied by the Clubs and HRCAV is inherently dangerous and may involve risk. You acknowledge that there are risks specifically associated with participation in horse riding activities and accidents can and often do happen which may result in personal injury, death or property damage. You agree and undertake any such risk voluntarily and at your own risk. Prior to undertaking any such activity, you are aware that you should ensure you are aware of all of the risks involved, including those risks associated with any health condition you may have. You agree that, if at any time you feel unsafe you will immediately advise organisers and cease participating in the activity. You acknowledge that the assumption of risk and warning above constitutes a 'risk warning' in accordance with relevant legislation.

### 3) Release & Indemnity – In consideration of the relevant HRCAV affiliated Club accepting your membership application you, to the extent permitted by law:

- i. release and forever discharge HRCAV and any relevant affiliated Club from all Claims that you may have or may have had but for this release arising from or in connection with your membership and/or your participation in the HRCAV activities;
- ii. release and indemnify HRCAV and any relevant affiliated Club against any Claim which may be made by you or on your behalf for or in respect of or arising out of your death whether caused by the negligence or breach of contract by the HRCAV or HRCAV affiliated Club or in any other manner whatsoever; and
- iii. indemnify and will keep indemnified and hold harmless HRCAV and any relevant affiliated Club to the extent permitted by law in respect of any Claim by any person:
  - (A) arising as a result of or in connection with your membership or undertaking the HRCAV activities; and
  - (B) against the HRCAV or any relevant affiliated Club in respect of any injury, loss or damage arising out of or in connection with your failure to comply with HRCAV's rules and/or directions,
 save that the above releases and indemnities shall not apply to the extent that the loss, damage or injury that is the subject of the Claim is caused or contributed to by the grossly negligent act or omission of the HRCAV or relevant affiliated Club.

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

If you sign this form, you will be agreeing that your rights (or the rights of a person for whom or on whose behalf you are acquiring the services) to sue the supplier in relation to recreational services or recreational activities that you undertake because the services or recreational activities provided were not in accordance with the guarantees are excluded, restricted or modified as set out below.

#### **For recreational services or activities provided in Victoria**

**For recreational services to which the Australian Consumer Law (Victoria) applies: Warning under the Australian Consumer Law and Fair Trading Act 2012:** Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form, HRCAV and its affiliated Clubs, are required to ensure that the recreational services it supplies to you:

- a. are rendered with due care and skill;
- b. are reasonably fit for any purpose which you either expressly or by implication, make known to the supplier; and
- c. might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the Australian Consumer Law and Fair Trading Act 2012 (Vic), the supplier is entitled to ask you to agree that these conditions do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the Australian Consumer Law and Fair Trading Act 2012 if you are

killed or injured because the services were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form. **Note:** *The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. "Gross negligence" in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair Trading Regulations 2012 (Vic) and section 22(3)(b) of the Australian Consumer Law and Fair Trading Act 2012 (Vic).*

**Exclusion of rights under the Australian Consumer Law (Victoria):** By signing this form, you agree that the liability of HRCav and its affiliated Clubs for any death or personal injury (as defined in the *Australian Consumer Law and Fair Trading Act 2012*) that may be suffered by you (or a person from whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services is excluded.

**For recreational services or activities provided throughout Australia and in NSW**

**For recreational services or recreational activities to which the Australian Consumer Law (Commonwealth) and (New South Wales) applies:** By signing this form, you agree that the liability of HRCav and its affiliated Clubs in relation to recreational services (as that term is defined in the *Competition and Consumer Act 2010 (Cth)* and the *Australian Consumer Law*) 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; or
- (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:
  - (A) that is or may be harmful or disadvantageous to you or the community; or
  - (B) 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 or recreational activities, is excluded and the application of any express or implied term that any services will be provided with due care and skill is hereby excluded.

**For recreational services or activities provided in South Australia**

**For recreational services to which the Australian Consumer Law (South Australia) applies:** Your rights: *Under sections 60 & 61 of the Australian Consumer Law (SA), if a person in trade or commerce supplies you with services (including recreational services) there is*

- a. a statutory guarantee that those services will be rendered with due care and skill;
- b. a statutory guarantee that those services, and any product resulting from those services, will be reasonably fit for the purpose for which the services are being acquired (as long as that purpose is made known to the supplier); and
- c. a statutory guarantee that those services, and any product resulting from those services, will be of such a nature, and quality, state or condition, that they might reasonably be expected to achieve the result that the consumer wishes to achieve (as long as that wish is made known to the supplier or a person with whom negotiation have been conducted in relation into the acquisition of the services).

**Excluding restricting or modifying your rights:** Under section 42 of the Fair Trading Act 187 (SA), the supplier of recreational services is entitled to ask you to agree to exclude, restrict or modify his or her liability for any personal injury suffered by you or another person for whom or on whose behalf you are acquiring the services (a third party consumer). If you sign this form, you will be agreeing to exclude, restrict or modify the supplier's liability with the result that compensation may not be payable if you or the third party consumer suffer personal injury. **Important:** You do not have to agree to exclude, restrict or modify your rights by signing this form. The supplier may refuse to provide you with the services if you do not agree to exclude, restrict or modify your rights by signing this form. Even if you sign this form, you may still have further legal rights against the supplier. A child under the age of 18 cannot legally agree to exclude, restrict or modify his or her rights. A partner or guardian of a child who acquires recreational services for the child cannot legally agree to exclude, restrict or modify the child's rights. **Agreement to exclude, restrict or modify your rights:** *by signing this form you agree that the liability of HRCav and its affiliated Clubs for any personal injury that may result from the supply of the recreational services that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) is excluded.*

**Definitions: Recreational services** are services that consist of participation in a) a sporting activity or similar leisure time pursuit or any other activity that involves a significant degree of physical exertion or risk and is undertaken for the purpose of recreation, enjoyment or leisure. **Personal injury** is bodily injury and includes mental and nervous shock and death.

- 5) **Governing Law** – The governing law of this agreement is the law of the state of Victoria ('**Jurisdiction**'). You irrevocably and unconditionally consent and submit to the Jurisdiction of the courts of the Jurisdiction in which any incident occurs and waive any right to object to the exercise of such Jurisdiction.

BY SIGNING HEREUNDER I CONFIRM THAT I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS STATED ABOVE:

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Print name here\* Sign hereDate

\*Where the applicant is under 18 years of age this declaration must also be signed by the applicant's parent or legal guardian:

I (insert name).....of (insert address).....  
.....

am the parent or guardian of the applicant. I authorise and consent to the applicant undertaking the HRCav Activities. In consideration of the applicant's membership being accepted, I expressly agree to be responsible for the applicant's behaviour and agree to accept in my capacity as parent or guardian, the terms set out in this membership application and declaration. In addition, I agree to be bound by and to comply with the rules, regulations and policies of the Club and the HRCav.

Signature of parent or guardian.....