

# Non Members Participation Agreement

Participant's, who are not registered members of the Club or AERA, are upon completion of this form deemed to be members of the club during such activities for the purposes of participation only. Protection is afforded to the participant under the clubs public liability policy during such activities where they are liable for bodily injury or property damage to others. Please note signing this agreement does not provide Personal Accident Insurance.

## Horse Sports are a Dangerous Activity

In consideration for being permitted to participate in any way in horse sport activities and in particular this event, I understand, acknowledge and accept that:

Horse sports are a dangerous recreational activity and horses can act in a sudden and unpredictable (changeable) way, especially if frightened or hurt.

There is a significant risk that serious **INJURY** or **DEATH** may result from horse sport activities and in particular this event.

I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the proprietors of this event or ride (hereafter referred to as the "Releasees") or others and I **voluntarily PARTICIPATE** at my **OWN RISK** and assume sole responsibility for any injury, death or property damage I may suffer that arises from my participation in horse sport activities.

I understand and acknowledge the dangers associated with the consumption of alcohol or any mind altering drugs before and during the activity and I take full responsibility for any injury, loss or damage associated with their consumption. I agree not to drink alcohol or take drugs prohibited by law before or during this event.

I agree to follow the directions of any event organiser or official and that any misconduct or refusal by me to follow any direction of any organiser or official can result in the **CANCELLATION** of my participation in the event and my immediate removal from my horse **NO MATTER** where that may occur. I understand that any such non-compliance may result in injury, death and/or permanent disability and I agree to indemnify the Releasees against all claims made by any person as a result of my failure to comply.

I agree to wear a helmet at all times during the event and agree that I am solely responsible for ensuring that I wear a suitable helmet at all times and take sole responsibility for my actions.

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS AND AGREE NOT TO SUE the proprietors of this event or ride, their officers, officials, volunteers, agents and/or employees, other participants, sponsoring agencies, sponsors, state bodies, affiliated clubs and if applicable, owners and lessors of premises used to conduct the activities (all of whom are referred to as "Releasees") WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, OR loss or damage to person or property, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

I understand that due to diseases such as equine influenza, the Department of Primary Industries, or other state or commonwealth government body, may restrict or prevent the movement of horses, vehicles and personnel for a period time, otherwise known as a "standstill. I acknowledge that a standstill is a risk of competing and agree to pay any costs or expenses incurred by any person or organisation for and on behalf of my horse(s) as a result of the standstill.

### Effect of this Document

I have had sufficient opportunity to read this release of liability and assumption of risk agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without inducement of any kind.

I understand that my signature to this document constitutes a complete and unconditional release of all liability of the Releasees, to the greatest extent allowed by law in the event of me and/or the children under my care, suffering injury or death.

Dated: \_\_\_/\_\_\_/\_\_\_

Signature of participant \_\_\_\_\_

### For Participants of Minority Age (Under Age 18)

This is to certify that I, as a parent/guardian with legal responsibility for this participant, acknowledge, understand and accept ALL OF THE ABOVE and consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities arising from my minor child's involvement or participation in horse sport activities and in particular, this event, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES

Dated: \_\_\_/\_\_\_/\_\_\_ ..... Signature of parent/guardian \_\_\_\_\_