



Australian National Working Equitation WESTERN AUSTRALIAN BRANCH

EVENT: Ease of Handling Competition (the event)

NOTE: The *Competition & Consumer Act 2010* (the Act) implies a warranty of due care and skill into contracts for the supply of services to consumers, as defined in the Act. To the extent that the warranty applies to any contract relevant to the Release and Waiver of Liability, it cannot be excluded.

Subject to that warranty, if applicable and in consideration of being permitted to compete, officiate, observe, work for, or participate in any way in the event each of the undersigned, for himself/herself, his/her personal representatives, heirs and next of kin:

1. Acknowledges, agrees and represents that (s)he agrees and warrants that if (s)he believes any thing whatsoever is unsafe, he/she will immediately advise the officials of such unsafe thing and refuse to participate further in the event.
2. Releases, waives, discharges and covenants **not** to sue Australian National Working Equitation WA Incorporated and its officials, volunteers, medical personnel, participants, any persons, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the EVENT(S), premises and event inspectors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENT(S) and each of them, their directors, officers, agents and employees, all for the purposes as herein referred to as "Releasees", **from all liability**, to the undersigned, his/her personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned arising out or related to the event, whether caused by the negligence of the releases or otherwise.
3. Agrees to indemnify and save and hold harmless the Releasees and each of them from any loss, liability, damage, or cost they may incur arising out of or related to the event, whether caused by the Releasees or otherwise.
4. Assumes full responsibility for any risk of bodily injury, death or property damage arising out of or related to the event whether caused by the Releasees or otherwise.
5. Acknowledges that the activities of the event **are very dangerous** and involve the risk of serious injury and/or death and/or property damage. Each of the undersigned also expressly acknowledges that injuries received may be compounded or increased by negligent rescue or medical operations or procedures of the Releasees or otherwise.
6. Agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, including negligent rescue operations and is intended to be as broad and inclusive as is permitted by the laws of the State of Western Australia in which the event are conducted and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Signed.....

I acknowledge I have read this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement, and fully understand its terms. I acknowledge and understand that I have given up substantial rights by signing it. I acknowledge I will sign it freely and voluntarily without any inducement, assurance or guarantee being made to me and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

By signing this disclaimer, I confirm I have read and understood its contents.

NAME (BLOCK LETTERS)

SIGN HERE

22 July 2017

PARENT/GUARDIAN CONSENT FOR UNDER 18 YEAR OLD PARTICIPANTS.

I..... being the parent/guardian ofconfirm that I have read the whole of this document and have taken all necessary actions to ensure I am aware of the activity which the above named, will participate in and I consent to him/her participating. I acknowledge that equestrian activities are dangerous and that accidents causing death, bodily injury, disability and property damage can and do happen. I agree that neither the Australian National Working Equitation WA Incorporated, and its officials, participants, volunteers, medical personnel, any persons, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the EVENT(S) shall be under any liability whatsoever for the death or any bodily injury, loss or damage which may be suffered or incurred by the above named or by me in or being present at any activity conducted by except for any rights the abovenamed or I may have arising under the *Competition & Consumer Act 2010* and or similar Western Australian legislation.

By signing this disclaimer, I confirm I have read and understood its contents.

NAME (BLOCK LETTERS).....

SIGN HERE

22 July 2017