

**LIABILITY WAIVER FORM
EXCLUSION OF CERTAIN RIGHTS TO SUE**



The purpose of this agreement is to limit the liability of the Provider to exclude liability for any personal injury or death to the Participant and other people in the care and control of the Participant howsoever caused who signed this form as acknowledgment of the terms and conditions of this agreement. By signing this form you are waiving your rights to sue the Provider for losses relating to personal injury or death. Under the provisions of the Trade Practices Act and Various State Laws conditions are implied into contracts that mean that the Provider of Recreational Services, noted below, is required to ensure that the Recreational Services it sells to you are: rendered with due care and skill, are fit for the purpose for which they are commonly bought as it is reasonable to expect in the circumstances or might reasonably be expected to achieve the result you have made known to the Provider.

Name and address of Provider: **WELSH PONY & COB SOCIETY**
24 Main St Pakenham 3810 Victoria, Australia

The Participant acknowledges that the activity being undertaken is an activity being undertaken for the purposes of recreation, enjoyment or leisure which involves a significant degree of physical risk. The Provider acknowledges that they are providing Recreational Services detailed below which means; providing facilities for participation in a recreational activity, or training a person to participate in a recreational activity, or supervising, adjudicating, guiding or otherwise assisting a person's participation in a recreational activity.

The Participant hereby acknowledges that in attending the recreational activity that there are inherent risks involved to him or her or other people in their care and control. This agreement is directed and limited to inherent risks that are patent. The participants also acknowledges that the purpose of the recreational activity is for the benefit of the Participant and for the benefit of those people attending with the Participant and that at all times the Participant is responsible for his or her own actions and the actions of those other people in his or her care and control.

Description of Recreational Services:
All horse related activities including seminars, demonstrations, ridden, harness and in-hand events run by the Welsh Pony & Cob Society of Australia Inc.

Steps taken by The Welsh Pony & Cob Society of Australia Inc. to avoid the danger of personal injury or death

- 1. PROVIDING ASSISTANCE TO AFFILIATES TO SUPPORT THOSE AFFILIATES IN THE SAFE CONDUCT OF THEIR ACTIVITIES.**
- 2. IMPLEMENTATION OF A RISK MANAGEMENT APPROACH TO EVENTS CONDUCTED BY THE SOCIETY**
- 3. PUBLICATION OF RESOURCES TO SUPPORT THE RISK MANAGEMENT APPROACH OF THE SOCIETY AND ITS AFFILIATES**
- 4. IMPLEMENTATION OF THE RULES AND REGULATIONS AS AGREED BY THE COMMITTEE OF MANAGEMENT OF THE SOCIETY**

The Participant acknowledges that during all times while he or she is attending the recreational activity he or she does so at his or her own risk and that the Participant and other people in the care and control of the Participant will not hold the Provider or any of its employees or agents liable for any personal injury or breach of contract whether caused by the negligence of the Provider its employees or agents howsoever caused or otherwise. The Participant acknowledges that in the event that he or she or any of the other people in their care and control find either or any of them is in difficulty that they are to stop the activity or request that the activity be stopped if appropriate, and seek help and/or assistance and advice.

Declaration and signature

By signing this agreement I understand that the Recreational Services as set out in this form may cause my and or my dependants personal injury or death. By signing this agreement I understand that I and my dependants waive our rights to sue the Provider for losses relating to my and or my dependants personal injury or death that result from any negligence caused by the Provider.

Signature of Participant

Date

Printed name

Address

State _____ PostCode _____

Signature of Legal Guardian (if participant is U/18)

RISK WARNING SIGN

Exclusion of Right to Sue

These Conditions Affect Your Legal Right.

PLEASE READ CAREFULLY

The Welsh Pony & Cob Society of Australia Inc., their employees and agents shall have no liability howsoever caused to YOU or any dependant for personal injury or death suffered by YOU or any dependant arising in any way whatsoever from the supply by The Welsh Pony & Cob Society of Australia Inc. of recreational services, including but not limited to

All horse related activities including seminars, demonstrations, ridden, harness and in-hand events run by the Welsh Pony & Cob Society of Australia Inc.

“Recreational Services”

YOU acknowledge that Recreational Services are dangerous activities with many inherent risks as a result of which personal injury (and some times death) are common. YOU by your participation accept all risks of personal injury or death in any way whatsoever arising from your participation in such recreational activities and YOU and any dependants release and forever discharge The Welsh Pony & Cob Society of Australia Inc and its employees and agents from all and any liability and claims arising from the supply of the Recreational Services.