

RELEASE OF WAIVER OF LIABILITY

Gunnedah Show Society Inc.

Full Name of Attendee.....

Date of Birth if under 18 years.....

Full Name of Guardian if under 18 years.....

Address.....

StatePost Code
.....

Event/Activity: Gunnedah Show Society Annual Show

Address of Event/Activity: Gunnedah Showground Gunnedah 2380

Date of Event/Activity: 30th April to 2nd May 2010

In consideration for being permitted to participate actively and/or passively, and/or view events and activities at the Gunnedah Showground and, in particular, the Gunnedah Show, I, the undersigned, understand, acknowledge, agree and accept:

1. That events and activities at the Gunnedah Showground and, in particular, at the Gunnedah Show, are dangerous recreational activities that, both obviously and inherently, involve a significant risk of physical harm and horses/stock can act in a sudden and unpredictable (changeable) way, especially if frightened or hurt.
2. That there is both an obvious and inherent significant risk that **SERIOUS INJURY** or **DEATH** may result from actively or passively participating in, and/or viewing events and activities at, the Gunnedah Showground and, in particular, at the Gunnedah Show.
3. That I knowingly and freely assume all risks referred to above, both known and unknown, obvious and inherent, even if arising from the negligence of the event organiser (hereafter referred to as the "Releasees") or others, and **I VOLUNTARILY ACTIVELY AND/OR PASSIVELY PARTICIPATE IN and/or VIEW** at my **OWN RISK** events and activities at the Gunnedah Showground and, in particular, at the Gunnedah Show, and assume sole responsibility for any injury, death or property damage I may suffer that arises from my passive or active participation in, and/or viewing events and activities at, the Gunnedah Showground and, in particular, at the Gunnedah Show.
4. 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 the Gunnedah Show.
5. 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, and/or viewing of, events and activities at the Gunnedah Showground and, in particular, at the Gunnedah Show, and my immediate removal from my horse/stock and the Gunnedah Showgrounds **NO MATTER** where that may occur. I understand that any such non-compliance may result in injury, death, permanent disability and/or property damage and I agree to indemnify the Releasees against all claims made by any person as a result of my failure to comply.
6. To wear a helmet and correct footwear at all times whilst participating in the sport where this is required under the relevant EFA and FEI rules and regulations and agree that I am solely responsible for ensuring that, whilst participating, I wear a suitable helmet and correct footwear at all times where required under the relevant EFA and FEI rules and regulations and take sole responsibility for my actions.
7. That 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 event organiser, their officers, officials, volunteers, coaches, 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.
8. That I will continually indemnify the Releasees on a full indemnity basis against any claim or proceeding that is made, threatened or commenced and any liability, loss (including consequential loss and loss of profit), damages or expense (including legal costs on a full indemnity basis) that the Releasees incur or suffer, as a direct or indirect result of my passive or active participation in, and/or viewing of, events and activities at the Gunnedah Showground and, in particular, at the Gunnedah Show.

9. That I will disclose any pre-existing medical or other conditions that may affect or risk other persons or myself (please circle):-
- | | | | | | |
|-----------------------|--------------------|---------------|--------------------|---------------------|-------------|
| Asthma | Diabetes | Epilepsy/fits | Fainting/dizziness | Blackouts/migraines | Disability |
| Heart/blood condition | Allergic reactions | Pregnancy | Uneven pupils | Recent Injuries | Medications |
| Other..... | | | | | |
10. That I will strictly adhere to the most recent NSW Department of Primary Industries rules, regulations and guidelines regarding equine influenza.
11. That I will only move horses subject to the proper authority to do so.
12. That my horse:- has been in good health and has been eating normally; has not shown signs of respiratory disease (no nasal discharge, coughing or sneezing); has not had a high temperature (over 39 degrees Celsius) during the three days leading up to this event and had a temperature below 38.5 degrees Celsius immediately prior to department.
13. That I give my authorization for the designated Event Horse Health Official to call for veterinary inspection of my horse should it be showing signs of a respiratory illness at any time during the course of the event. I agree to pay for any veterinary fees incurred as a result of this veterinary examination.
14. That due to diseases such as equine influenza, a State or Commonwealth Government body may restrict or prevent the movement of horses, vehicles or personnel for a period of time (quarantine lockdown).
15. That a quarantine lockdown is a risk of actively or passively participating in, and/or viewing events and activities at, the Gunnedah Showground and, in particular, at the Gunnedah Show.
16. That I will pay any costs or expenses incurred by any person or organization for or on behalf of my horse or as a result of a quarantine lockdown. In the case of a quarantine lockdown I am responsible for my own animal and for my animal's welfare and all costs incurred in relation to same.
17. That I release and will release the Releasees from all claims that I may have or may have had but for this release arising from or in connection with a quarantine lockdown and/or my active or passive participating in any way, and/or viewing of the events and activities at the Gunnedah Showground and, in particular, at the Gunnedah Show.

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 accepting it, and accept it freely and voluntarily without inducement of any kind.

I understand that my acceptance of 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, death and/or damage to person and/or property.

I accept terms of above Release of Waiver of Liability & Conditions of Entry: **(Attendees 18 years & over)**

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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

I accept terms of above Release of Waiver of Liability & Conditions of Entry: **(Parents/Guardian of Attendee under 18 years)**

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RECORD OF HORSE ATTENDANCE IF APPLICABLE

Name & Address of owner or person normally in charge of horse(s) (if different from above):.....

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Address where horse(s) are located (if different from above):.....

Registered name(s) of horse(s)(or microchip no(s).) and description of horse(s) attending the Gunnedah Show:.....

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