

# DAY PARTICIPANT WAIVER 2016-2017

30 June 2015 - 30 June 2016



Participants in events organised by PCA SA Clubs, who are not current financial members of a PCA SA Club, or who do not have any other approved insurance in place, upon completion of this form are deemed to be "Day Participants" of the event.

Protection is afforded to the Day Participant under the PCA SA Public Liability policy, only whilst participating in activities organised and/or run by the PCA SA Club at that event, where they are liable for causing bodily injury or property damage to others, excluding whilst traveling to and from such event. By completing this form, you agree to abide by the Rules & Conditions of the PCA SA and any Rules of the event.

Full Name of attendee and guardian (if under 18 years) \_\_\_\_\_ Date of birth \_\_\_\_\_

Associated Stud (if applicable) \_\_\_\_\_

Address \_\_\_\_\_ State \_\_\_\_\_ Post Code \_\_\_\_\_

Horses name(s) \_\_\_\_\_

Event/Activities \_\_\_\_\_ Date of Event/Activities \_\_\_\_\_

Address of Event/Activity \_\_\_\_\_

Name of Organising Body \_\_\_\_\_

I hereby include payment of \$10.00 per person per day (including GST) to cover the cost of participation with this Pony Club for each day of this event. (\$5.00 is held by the club for administration purposes and \$5.00 is paid to the state.)

### Horse Sports are a Dangerous Activity

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

Horse sports are a dangerous recreational activity and horses can act in a sudden and unpredictable 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 and freely assume all such risks, even if arising from the negligence of PCA SA and/or the event organiser / official.

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 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 further agree to abide by the Rules and Conditions of this show and the official Rule Book of the Pony Club Association of South Australia. I understand that any such non-compliance may result in injury, death and/or permanent disability and I agree to indemnify PCA SA against all claims made by any person as a result of my failure to comply.

I agree to wear a helmet at all times whilst riding and agree that I am solely responsible for ensuring that I wear an approved helmet at all times while riding 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 the Pony Club Association of South Australia and/or 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.

**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 \_\_\_\_\_