

# INSTRUCTIONS

This notice is provided to you to assist you in the risk management of your organisation. As part of your duty of care it is necessary to ensure that members and participants are aware that they are undertaking an activity which is risky and that injury and in some cases even death can occur. For this reason the following protocols are to be followed.

## MEMBERSHIP

All members of your Association or Club are required on joining or renewing their membership to sign the liability waiver form. It is suggested that this could be attached to the back of your membership application form

## EVENTS AND COMPETITION

1. A risk warning sign must be displayed at the entrance or entrances of the activity, event or competition in the form attached.
2. All non members must sign the waiver before participating in any activity, event or competition.
3. Where possible the activity, event or competition rules should be clearly displayed

## NOTE

When preparing the Liability Waiver Form and Risk Warning Sign the description of Recreational Services supplied should be identical. The description of your Recreational Services should be a short statement that defines the activities, event or competition being undertaken. For example: Horse show, Trail ride, Gymkhana, Abseiling, Bush Walking etc.

In Victoria a separate form required by section 97A Goods Act must be used in addition to the Liability Waiver Form.

*Recreational Activities* are activities undertaken for the purpose of recreation, enjoyment or leisure which involves a significant degree of physical risk.

Specific legislation in all States has been passed and reference is made to:

- Civil Liability Act 2002 NSW
- Civil Liability Amendment Act 2003 WA
- Recreational Services Limitation of Liability Act 2002 SA
- Consumer Affairs and Fair Trading Act NT
- Fair Trading Act 1987 WA
- Civil Liability Act 2003 QLD
- Trade Practices Act Commonwealth

It is important to understand that there are two types of Law. One is in Contract and the other is in Tort (Civil Liability). The legislative changes in all State's and Territories reflect a change in community attitudes that people must take more responsibility for their own actions.

Part of your risk management plan must be to inform your members and participants what is required of them and what protocols are in place to minimise their exposure to risk and injury

# **RISK WARNING SIGN**

## **Exclusion of Right to Sue**

**These Conditions Affect Your Legal Right.**

### **PLEASE READ CAREFULLY**

The National Cutting Horse Association of Australia (NCHA Ltd) 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 NCHA of recreational services, including but not limited to Cutting "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 NCHA and its employees and agents from all and any liability and claims arising from the supply of the Recreational Services.

NOTICE dated \_\_\_\_\_

Authorised by The National Cutting Horse Association of Australia



**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**

**NATIONAL CUTTING HORSE ASSOCIATION**  
15 Goonan Street Tamworth NSW 2340

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**

**CUTTING COMPETITIONS & ACTIVITIES OF THE NCHA**

**Steps taken by Provider 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 ASSOCIATION**
3. **PUBLICATION OF RESOURCES TO SUPPORT THE RISK MANAGEMENT APPROACH OF THE ASSOCIATION AND ITS AFFILIATES**
4. **IMPLEMENTATION OF THE RULES AND REGULATIONS AS AGREED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION**

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 about to be sold to me 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 Member (Parent or Guardian to witness if member under 18 years of age)**

**Address**

.....  
**Printed name**

.....  
**Date**  
...../...../.....

_____
_____
State _____ PostCode _____