

# DAY PERMIT RISK WARNING & WAIVER

(To be completed by the participant/parent/legal guardian aged 18 years and over)

**Fixture Name:** \_\_\_\_\_ **Fixture Date:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Risk warning and acknowledgement**

Your participation in the recreational activities supplied by The Australian Bushmen's Campdraft & Rodeo Association (**ABCRA**) and its affiliated entities (**Supplier**) may involve risk. The risks involved may result in personal injury including death. Prior to undertaking any such recreational activity, you should ensure you are aware of all of the risks involved, including those risks associated with any health condition you may have.

By signing below, you acknowledge, agree, and understand that participation in the recreational services provided by the Supplier may involve risk. You agree and undertake any such risk voluntarily and at your own risk. You also acknowledge that the risk warning above constitutes a 'risk warning' in accordance with relevant legislation, including the Civil Liability Act 2002 (NSW) and the Civil Liability Act 2002 (WA).

**Waiver**

It is possible for a supplier of recreational services or recreational activities to ask you to agree that statutory guarantees under the Australian Consumer Law (which is Schedule 2 to the Competition and Consumer Act 2010 (Cth)) do not apply to you (or a person for whom or on whose behalf you are acquiring the services). If you sign this document, you will be agreeing that your rights (or the rights of a person for whom or on whose behalf you are acquiring the services) to sue the supplier in relation to recreational services or recreational activities that you undertake because the services or recreational activities provided were not in accordance with the guarantees are excluded, restricted or modified as set out below.

**For recreational services or recreational activities to which the Australian Consumer Law (Commonwealth), (New South Wales) and (Western Australia) applies**

By signing this document, you agree that the liability of the Supplier in relation to recreational services (as that term is defined in the Competition and Consumer Act 2010 (Cth) and the Australian Consumer Law) and recreational activities (as that term is defined in the Civil Liability Act 2002 (NSW) and the Civil Liability Act 2002 (WA)) for any:

- a. death;
- b. physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
- c. the contraction, aggravation or acceleration of a disease;
- d. the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, document of behaviour, course of conduct or state of affairs:
  - i. that is or may be harmful or disadvantageous to you or the community;
  - ii. that may result in harm or disadvantage to you or the community, that may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services or recreational activities;

is excluded.

**For recreational services to which the Australian Consumer Law (Northern Territory) applies**

By signing this document, you agree that the liability of the Supplier for any death or personal injury (as defined in the Consumer Affairs and Fair Trading Act (NT)) that may be suffered by you (or a person from whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services is excluded.

You agree, that that as a participant or any minor/child under your control as parent/legal guardian as a participant, being involved in an accident, becoming ill, or otherwise requiring medical treatment or care, the Supplier or its Personnel may, in their absolute discretion, obtain medical treatment for the Participant and that you must pay all expenses incurred in obtaining such medical treatment or care.

You agree, as a participant or that any minor/child under your control as parent/legal guardian as a Participant, will not to drink alcohol or take drugs prohibited by law before officiating at or competing in any event.

You agree, as a participant or that any minor/child under your control as parent/legal guardian as a Participant, will not attempt to participate in any event while under the influence of alcohol, drugs prohibited by law or any prescription drugs that may impair any ability to participate.

You agree, as a participant or that any minor/child under your control as parent/legal guardian as a Participant, that the Supplier reserves all rights to conduct random drug and alcohol testing at Supplier sanctioned events and that I/we agree to participate in any such testing as and where required. I/we understand that any positive result will invoke the immediate commencement of disciplinary proceedings.

You agree, as a participant or that any minor/child under your control as parent/legal guardian as a participant, will be suitably mounted and will use appropriate tack/equipment in good repair at any event sanctioned by the Supplier in line with their experience and ability.

You agree, that you as a participant or any minor/child under your control as parent/legal guardian as a participant, is competent and sufficiently skilled to compete in an event at the level entered.

**In signing this Risk Warning and Waiver I/we acknowledge and agree that I/we have read and fully understand the above Risk Warning and Waiver and agree to be bound by it, the Rules and Regulations and the Constitution as amended from time to time of ABCRA.**

**PARTICIPANT (18 years and over)**

Participant Name: ..... Signature: ..... Date: .... / .... / .....

Participant Address: .....

**PARENT/LEGAL GUARDIAN (for participants under the age of 18)**

Junior Participant Name\*:.....

Participant Address: .....

Parent/Legal Guardian Name: ..... Phone: .....

Parent/Legal Guardian Signature: ..... Date: .... / .... / .....

**WITNESS**

Printed Name: ..... Signature: ..... Date: .... / .... / .....

Witness Address: .....

\*Please note: Day Permit Parental Consent and Indemnity MUST also be completed for Junior participants.