2022 FRIESIAN WARMBLOOD WA CLINIC

Entries Close- *when clinic is full* AFWHS Members: 1 Lesson- $25, 2 Lessons- $40, 3 Lessons- $50
Non-AFWHS Members: 1 Lesson- $35, 2 Lessons- $50, 3 Lessons- $60

All entrants are required to nominate which sessions they wish to enter and advise a preferred time. *Please note that, while every effort will be made to allocate your preferred time, no guarantees on time will be given. A final draw will be issues not less than 7 days prior to the clinic. Please refer to the proposed schedule for approximate session draw times.*

No entries on the day. **One entry form per horse and rider.**

Post entries to:
AFWHS Inc
2022 FWB Clinic
PO Box 5620,
Canning Vale South, WA 6155
Email: secretary@afwhs.comau

Payment Options:
*Cheques/Money orders payable to-
Australian Friesian Warmblood Horse Society Inc
*Direct Deposit to-(Reference: YOURNAME & WA Clinic)
BSB: 086 535 Account: 862499845 - ***Preferred Method***
(A *copy of receipt required with entry)*

Pref. Time	*Session*	*Horse/Rider Skill Level* *(inc. any entrant notes)*	*Fee*

*You can only enter a maximum of 3 sessions per horse.
**Handlers/Riders are welcome to bring more than one horse. Entry fees will remain the same based on number of lessons, however ground fee is per horse.

Lesson Entry Fee Total (see above):	
Ground Fee ($10 per horse):	
Non-AFWHS Member Levy ($10.00 per handler/rider):	
TOTAL FEES:	

Name of Horse: _____ Rego #: _____ Society: _____

Handler/ Rider Name: _____ Signature: _____
If under 18, legal parent/guardian to complete: Date of Birth: ___/___/___
Legal Parent/Guardian Name: _____

Legal Parent/Guardian Signature: _____ Date: ___/___/___

Name of Owner: _____ Member #: _____ Society: _____
Address: _____
Phone: _____ Email Address: _____

Owner Signature: _____ Date: ___/___/___

Please print clearly

Sessions Available:

In Hand Showing	Ridden Show Horse	Ground Work
Green Horse/Rider	Experienced Horse/Rider	Poles/Cavalettis

Risk Waiver and Medical required for ALL owners and riders.

Risk Warning and Waiver of Liability

Name of Provider[1]	Australian Friesian Warmblood Horse Society Inc.		
Address of Provider	PO Box 5620, Canning Vale South	State: WA	Postcode: 6155

Name of Participant			
Address of Participant		State:	Postcode:

The following pages affect your legal rights and obligations. Please read these carefully and only sign if you fully understand their contents. For Participants under 18 years of age, these documents must be completed by a parent or legal guardian.

Description of Activities[2]:

Handling of horses and horse riding, show competition

Risk Warning

I am aware that by my participation in any activities arranged by the Provider, certain risks or dangers may occur which could include:

- Physical, bodily or psychological injury or death.
- Physical exertion to which I am not accustomed.
- Failure of equipment or use of inadequate equipment.
- There may be no or inadequate facilities for treatment or transport to treatment if I am injured.
- The conditions in which the activities are conducted may vary without warning.
- I may cause injury to other persons and/or other persons may cause injury to me.
- I may be injured or die due to the negligence, breach of contract or breach of statutory duty or guarantee of the provider.

I acknowledge that the activities are being undertaken for the purposes of recreation, enjoyment or leisure, and involve a significant degree of risk of physical harm.

I acknowledge that the Activity may be undertaken with one or more other persons as part of a group and that the Provider is not liable for the actions of other participants in the group activity.

By signing below, I acknowledge, agree and understand that the risks associated with the Activities and/or recreational services have been explained to me. I undertake any such risk voluntarily and at my own risk.

I acknowledge that the risk warning above constitutes a *"risk warning"* in accordance with the *Civil Liability Act 2002* (NSW) and the *Civil Liability Act 2002* (WA).

[1] Provider includes the officers, employees, agents, contractors, franchisees and assigns of the Provider.

[2] Activities includes all activities and services ancillary to or associated with the named Activity, both before and after the Activity, including transportation to and from the location of the Activity whether provided by the Provider or not, briefings, inductions, training, and the provision of information in all manuals, safety guidelines and other documentation provided to or made available to the Participant with respect to the Activity, familarisation with clothing or equipment and methods of operation of equipment and the wearing and removal of any clothing or equipment associated with the Activity. Unless otherwise specified, a reference to an Activity is a reference to a recreational service or a recreational activity as defined in relevant legislation referred to herein.

Participant's Warranties

I agree to abide by any of the Provider's rules, and any direction or instruction given to me by the Provider during the course of the Activities. I agree to use and/or wear any equipment given to me by the Provider.

I declare that I am medically and physically fit and able to participate in the Activities. I acknowledge that I must, and agree that I will, disclose any pre-existing medical or other condition, injury or concern that may affect the risk that either I or any other person will suffer injury, loss or damage during the course of the Activities and notify the Provider of any injuries, illness or concerns that may arise during the Activity. I will not engage in any reckless, negligent or foolish behaviour or any other behaviour that is likely to cause injury to me, any other participant or person.

I agree that if I suffer any injury or illness, the Provider may provide evacuation, first aid and/or medical treatment at my expense and that my acceptance of these terms and conditions constitutes my consent to such evacuation, first aid and/or medical treatment.

I declare that I have not consumed any alcohol or mind altering substance, or medication that may impact my judgement or physical capacity, before or at the time of engaging in the Activities.

Exclusion of liability

I agree to and unconditionally release, waive, discharge and forever hold harmless, the Provider or any of its employees, agents, directors or officers, from any claims as a result of any personal injury sustained, whether caused by the Provider's negligent act or wilful act or omission, breach of contract, breach of statutory duty, error, or otherwise in connection with or arising out of the Activities.

I agree that the Provider will not be liable for any claims for personal injury that may be brought against it as a result of or in connection with any act, omission, default, failure or error on the part of the Provider, and agree to indemnify and keep indemnified the Provider in respect of any such claims.

Waiver

It is possible for a supplier of recreational services to ask you to agree that the statutory guarantees under the *Australian Consumer Law* (which is schedule 2 to the *Competition and Consumer Act 2010* (Cth)) do not apply to you. If you sign this form, 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 Provider in relation to the Provider's services or the activities that you undertake because the services or activities provided were not in accordance with the guarantees are excluded, restricted or modified as set out below.

For Queensland, New South Wales, Western Australia, Tasmania, Northern Territory and Australian Capital Territory and Commonwealth

By signing this form, you agree that the liability of the Provider in relation to the activities (as defined by the *Competition and Consumer Act 2010* (Cth), the *Consumer Affairs and Fair Trading Act* (NT) and the *Australian Consumer Law*) and recreational activities (as defined by the *Civil Liability Act 2002* (NSW) and the *Civil Liability Act 2002* (WA)) for any:

Deaths;

Physical or mental injuries (including the aggravation, acceleration or recurrence of such an injury);

The contraction, aggravation or acceleration of a disease;

The coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual:

That is or may be harmful or disadvantageous to you or the community; or

That may result in harm or disadvantage to you or 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 the recreational services or recreational activities is excluded.

You acknowledge and agree that the above provision operates to exclude the liability of the Provider as a result of a breach of an express or implied warranty that the recreational services will be rendered with reasonable care and skill in accordance with section 5J of the *Civil Liability Act 2002* (WA) and section 5N of the *Civil Liability Act 2002* (NSW).

Excluding, restricting or modifying your rights:

Under section 42 of the *Fair Trading Act 1987*, the supplier of recreational services is entitled to ask you to agree to exclude, restrict or modify his or her liability for any personal injury suffered by you or another person for whom or on whose behalf you are acquiring the services (a ***third party consumer***).

If you sign this form, you will be agreeing to exclude, restrict or modify the supplier's liability with the result that compensation may not be payable if you or the third party consumer suffer personal injury.[3]

Important

You do not have to agree to exclude, restrict or modify your rights by signing this form. The supplier may refuse to provide you with the services if you do not agree to exclude, restrict or modify your rights by signing this form. Even if you sign this form, you may still have further legal rights against the supplier.

A child under the age of 18 cannot legally agree to exclude, restrict or modify his or her rights. A parent or guardian of a child who acquires recreational services for the child cannot legally agree to exclude, restrict or modify the child's rights.

Agreement to exclude, restrict or modify your rights:

I agree that the liability of Australian Friesian Warmblood Horse Society Inc. [*the Provider*] for any personal injury that may result from the supply of the recreational services that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) is excluded.

Further information: Further information about your rights can be found at www.ocba.sa.gov.au

Agreement to exclude, restrict or modify your rights:

I agree that the liability of the Provider for any personal injury that may result from the supply of the recreational services that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) is excluded.

Declaration and Signature

I have read carefully and understand this risk warning and waiver of liability and sign it feely and voluntarily without inducement of any kind.

Signature of Participant: _____ Date: _____

Signature of Witness _____ Date: _____

For Participants under age 18

This is to certify that I, as a parent/guardian with legal responsibility for the Participant, acknowledge, understand and accept all of the above and consent to his/her release as provided above. I release and agree to indemnify and hold harmless the Provider from any and all liabilities arising from my minor child's involvement or participation in the Activities and/or recreational services, even if arising from the negligence of the Provider.

Signature of Legal Guardian: _____ Date: _____

Name (Print): _____

Signature of Witness _____ Date: _____

[3] Personal injury is bodily injury and includes mental and nervous shock and death.

Australian Friesian Warmblood Horse Society Inc.

Confidential Riding Application and Medical History Form

AFFINITY Risk Management

Riders name: ☐ Over 18 (Check Box)

Contact Numbers: Age: (if under 18)

I am applying to ride with

I agree to the following:

- ☑ I will only ride the horse in a safe and controlled manner
- ☑ I will wear an Australian Standard Approved helmet and the correct footwear at all times
- ☑ I will read and follow all signs on the property and follow all instructions
- ☑ The Instructor/Guide may cancel my ride without refunding any fee if I do not comply with any of these terms and conditions

Riding experience

- ☑ The number of times the rider has ridden in the last 12 months
- ☑ Indicate below the number of times the rider has ridden in total

☐ 0 - 10	☐ 10 - 20	☐ 20 - 50	☐ 50 - 100	☐ 100 +
Little experience	Some experience	Average experience	Experienced	Very experienced

In the case of any emergency the following information is intended to assist:

Name and telephone numbers of contact people. ** Legal gardian details must be provided if rider is under 18 years of age

Emergency contact name	Relationship with rider	Mobile	Home	Work

Are there any learning difficulties that need to be discussed, so the Instructors/Guides are able to accommodate accordingly?

Please describe:

Do you (or your child) suffer from any of the following? ☐ NO (Please tick if applicable)

Please tick: Any pre-existing medical or other condition that may affect or risk other persons or myself.

☐ Asthma	☐ Diabetes	☐ Epilepsy / Fits	☐ Fainting	☐ Blackouts	☐ Disability	☐ Back injury
☐ Heart Condition	☐ Blood Condition	☐ Pregnancy	☐ Dizziness	☐ Migraines	☐ Uneven Pupils	☐ Medications
☐ Allergic Reactions	☐ Recent injury	Other (describe)				

Allergies

Please describe alergy and reaction

Tetanus Immunisation

It is particularly important that people dealing with horses are immunised against tetanus. Tetanus is normally given at five years of age as Triple antigen or CDT and at fifteen years of age as ADT. Year of last tetanus immunisation

Medication

Is it necessary for you or your child to carry their own medication at all times?

Name of drug: Frequency: Dosage:

Consent To Medical Attention

I authorise the instructor in charge to administer first aid and call an ambulance. I agree to bear any cost thereby incurred.

Signature of Rider

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

Date:

Privacy Statement – Privacy Act 1998

By completing this form you are supplying **the Provider** with personal information about yourself. This information is needed to ensure your safety during your time with us. **The Provider** is required to collect this information by our insurance company and by the department of Workplace Health and Safety. This information you provide will not be supplied to any other organisation or used for any other purpose than that which is stated above