



**Please print, complete, and bring this form with you to the gathering. You will not be able to enter without this form.**

Here is a guide on what sections to completed:

<p>1. <b>Not riding, not bringing a horse</b></p>	<p><b>Part (A) Risk Warning and Waiver of Liability</b></p>
<p>2. Riding and <b>not</b> bringing a horse</p>	<p><b>Part (A) Risk Warning and Waiver of Liability</b> <b>Part (B) Confidential Riding Application &amp; Medical History Form</b></p>
<p>3. <b>Not riding</b> but bringing a horse</p>	<p><b>Part (A) Risk Warning and Waiver of Liability</b> <b>Part (C) Horse Health Declaration</b></p>
<p>4. Riding and bringing a horse</p>	<p><b>Part (A) Risk Warning and Waiver of Liability</b> <b>Part (B) Confidential Riding Application &amp; Medical History Form</b> <b>Part (C) Horse Health Declaration</b></p>

## PART (A) RISK WARNING & WAIVER OF LIABILITY

Name of Provider <sup>1</sup>	Ranchero PTY LTD (ACN 650 144 933) The Trustee for Vaquera Unit Trust (ABN 48 794 706 398) trading As Cowgirls Gathering.		
Address	PO Box 234 Fernvale	State: QLD	Postcode: 4306

### PARTICIPANT DETAILS

Name of participant			Age:
Contact details:	Mobile phone:	Email:	
Address of participant:	Street	State	Postcode

### EMERGENCY CONTACT

In the case of an emergency the following information is intended to assist

Emergency contact	
Relationship	
Mobile phone	

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

Cowgirls Gathering event held 29th of September, 30th of September and the 1st of October 2023 at the Kilkivan Showgrounds, Kilkivan. Details as per the program located at <https://www.cowgirlsgathering.com.au/program/>.

#### NOTES:

<sup>1</sup> Provider includes the officers, employees, agents, contractors, franchisees and assigns of the Provider

<sup>2</sup> 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, familiarisation 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

## **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).

## **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:

- a) Deaths;
- b) Physical or mental injuries (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, form of behaviour, course of conduct or state of affairs in relation to an individual:
  - (i) That is or may be harmful or disadvantageous to you or the community; or
  - (ii) 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).

### **For South Australia**

#### **Exclusion, restriction, or modification of rights under the *Australian Consumer Law* (SA)**

##### Your rights:

Under sections 60 and 61 of the *Australian Consumer Law* (SA), if a person in trade or commerce supplies you with services (including recreational services<sup>3</sup>), there is —

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##### NOTES:

<sup>3</sup> *Recreational services* are services that consist of participation in a sporting activity or similar leisure-time pursuit; or any other activity that involves a significant degree of physical exertion or risk and is undertaken for the purposes of recreation, enjoyment or leisure

- A statutory guarantee that those services will be rendered with due care and skill; and
- A statutory guarantee that those services, and any product resulting from those services, will be reasonably fit for the purpose for which the services are being acquired (as long as that purpose is made known to the supplier); and
- A statutory guarantee that those services, and any product resulting from those services, will be of such a nature, and quality, state or condition, that they might reasonably be expected to achieve the result that the consumer wishes to achieve (as long as that wish is made known to the supplier or a person with whom negotiations have been conducted in relation to the acquisition of the services).

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.<sup>4</sup>

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 Cowgirls Gathering [*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](http://www.ocba.sa.gov.au).

**For Victoria**

**Warning under the *Australian Consumer Law and Fair Trading Act 2012 (Vic)***

Under the *Australian Consumer Law (Victoria)*, several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you—

- Are rendered with due care and skill; and
- Are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- Might reasonably be expected to achieve any result you have made known to the supplier.

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<sup>4</sup> Personal injury is bodily injury and includes mental and nervous shock and death

Under section 22 of the *Australian Consumer Law and Fair-Trading Act 2012*, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the *Australian Consumer Law and Fair-Trading Act 2012* if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

**NOTE:** The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. **Gross negligence**, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair-Trading Regulations 2012 and section 22(3)(b) of the *Australian Consumer Law and Fair-Trading Act 2012*.

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 freely and voluntarily without inducement of any kind.

Signature of Participant	Signature of witness
Date	Date

**For Participants under the Age of 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	Name of Legal Guardian	Date
Signature of Witness	Name of Witness	Date

## PART (B) CONFIDENTIAL RIDING APPLICATION & MEDICAL HISTORY

I am applying to ride at the Cowgirls Gathering event held 29th September, 30th September & 1st of October 2023 at the Kilkivan Showgrounds, Kilkivan.

I agree to the following:

I will only ride the horse in a safe and controlled manner	Yes	No
I will wear an Australian Standard Approved helmet	Yes	No
I will NOT be wearing an Australian Standard Approved helmet	Yes	No
I will read and follow all signs on the property and follow all instructions	Yes	No
I will always wear the correct footwear	Yes	No
The Instructor/Guide may cancel my ride without refunding any fee if I do not comply with any of these terms and conditions	Yes	No

### RIDING EXPERIENCE

Number of times the rider has ridden in the <i>last 12 months</i>	
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Indicate below the number of times the rider has ridden in total:

00 – 10	10 – 20	20 - 50	50 - 100	100 +
Little experience	Some experience	Average experience	Experienced	Very experienced
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

Please describe:
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Do you (or your child) suffer from any of the following? TICK where applicable.

Asthma <input type="checkbox"/>	Diabetes <input type="checkbox"/>	Epilepsy/Fits <input type="checkbox"/>	Fainting <input type="checkbox"/>	Blackouts <input type="checkbox"/>
Heart Condition <input type="checkbox"/>	Uneven Pupils <input type="checkbox"/>	Medications <input type="checkbox"/>	Back injury <input type="checkbox"/>	Disability <input type="checkbox"/>
Migraines <input type="checkbox"/>	Dizziness <input type="checkbox"/>	Pregnancy <input type="checkbox"/>	Blood Condition <input type="checkbox"/>	Allergic Reactions <input type="checkbox"/>
Recent injury <input type="checkbox"/>	Other, please describe:			

**ALLERGIES**, please describe allergy and reaction:

Please describe:
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**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:	
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**MEDICATION**

Is it necessary for your child to carry their own medication at all times?	Yes	No
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If Yes:

Name of drug/s	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	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.

## PART (C) HORSE HEALTH DECLARATION

Owner of the person in charge of the horse to complete:

Full Name	Name	Age	
Contact Details	Mobile Number	E-mail	
Full Address		State	Postcode

Property of origin of horses, declaration by owner or persons in charge of the horse/s (\* if different to the above):

Full Address *	Street Address	State	Postcode
PIC Number:			

Breed	Sex (M/G/S)	Colour	Hendra Vac. Yes/No	Microchip Number	Registered Name	Comp. Horse Yes/No

I, ..... declare that the horse/s named has / have been in good health, eating normally and not shown signs of illness during the last 3 days leading up to the above mentioned event. I give my authorisation for the designated Steward to call for veterinary inspection of the horse/s named above and in my care should they be showing signs of illness at any time during the course of the event. I agree to pay any veterinary fees incurred as a result of this.

**I AGREE TO ENSURE THAT:**

1. If required before movement, all horses will be shampooed, rinsed and allowed to dry, and their hooves will be picked clean of all solid material and washed with shampoo.
2. Any horses coming from the Cattle Tick Infected Zone must be inspected and treated before entering NSW. Complying with all DPI (Department of Primary Industries) requirements
3. All vehicles and equipment accompanying the horses should be in a clean condition at the start of travel to the above-mentioned event.
4. The information contained in this Horse Health Declaration is true and correct to the best of my knowledge.
5. I agree to abide by all conditions and directions of the rules and regulations set by Event organisers.
6. I acknowledge that failure to comply with the above may result in refusal of entry to the venue, disqualification or other disciplinary action as decided by event organisers.
7. In the event of horse movement restrictions, each participant will be responsible for the care, maintenance and cost of their horse including feeding and watering.

SIGNATURE:

DATE: