

## VICTORIAN AGRICULTURAL SHOWS LIMITED

### ANIMAL HANDLING (Individual) PARTICIPANT RISK ACKNOWLEDGEMENT & WAIVER

Name of Participant: .....

Participant Address: .....

Contact Number of Participant: .....

Email:

.....

Victorian Agricultural Shows Limited and **Apollo Bay & District Agricultural Society** (together **the Suppliers**) advise that participation (including passive participation) in animal handling at an agricultural show contains elements of risk, both obvious and inherent. The handling of animals is a dangerous recreational activity as animals can act in a sudden and unpredictable way, especially when frightened or hurt.

1. By signing this waiver I acknowledge that:
  - a. participation in animal handling is a recreational service for the purposes of section 32N of the **Fair Trading Act 1999** and Section 22 of the **Australian Consumer Law and Fair Trading Act 2012**,
  - b. participation in animal handling is a hazardous activity and may result in injury, loss, damage or death to me;
  - c. participation in animal handling requires certain skills and experience. I declare that I have sufficient skills and experience to be able to safely and properly participate in the events;
  - d. animals can act in a sudden and unpredictable ways, especially if frightened or hurt, or if exposed to loud or unfamiliar noises;
  - e. animal showing events will be held in close proximity to rides and large groups of people, and that there may be loud and unfamiliar noises which can frighten animals;
  - f. if the event is held outdoors, there are risks to me as a result of the weather conditions, including either extreme hot or cold weather, rain or wind;
  - g. insects or other animals may cause animals to become frightened and act in an unpredictable way;
  - h. there is inherent in events involving the handling of animals the risk of suffering injury including injuries caused by animals; and
  - i. I use the facilities supplied for the event entirely at my own risk, as I find them and with the prior acceptance of the risk of possible danger to me.
2. If I suffer injury, loss or damage (**Loss**) while participating in an animal handling event, I will not hold the Suppliers, their employees or agents legally responsible for any Loss I suffer. I will not sue the Suppliers, their employees or agents for any claims, costs, damages or liability. I agree to release the Suppliers and their employees from legal responsibility for the services I have been provided and/or activity I have participated in.
3. I acknowledge and agree that my participation in the event and associated activities is dangerous and may have inherent risks as a result of which personal injury (and sometimes death) may occur. I acknowledge that the event and associated activities carry with them a significant risk of physical harm. I accept and assume all such risks of personal injury or death in anyway whatsoever arising from these activities and hereby waive my individual right to sue the Suppliers for all claims I or my representatives may have for such personal injury or death against the Suppliers in regard to their negligence, breach of statutory duty or statutory guarantees arising from or in connection with these activities to the fullest extent permitted by law.
4. At the time of participating in the event, I have not been to any degree under the influence of alcohol or illicit drugs.

5. I will not consume any alcohol or illicit drugs while participating in the Event and agree that such use may result in my being excluded from the Event or other events with no entitlement to any refund of money paid for entry to the Suppliers.
6. I agree to be bound by the rules and guidelines of the Victorian Agricultural Shows Limited as varied from time to time.

**Where the participant is over 18 years of age:**

I agree that I have read and understood this waiver prior to signing it and agree that this waiver will be binding on my heirs, next of kin, executors and administrators.

I acknowledge that the Suppliers have permitted me to participate in the activity the subject of this document in reliance upon the matters acknowledged by me and the representations I have made herein.

I agree that this waiver shall be governed in all respects by and interpreted in accordance with the laws of Victoria.

Signature: ..... Dated: .....

**Where participant is under 18 years of age (to be completed by a parent or guardian):**

Participant's Date of Birth.....

I ....., being a parent or legal guardian of the above named participant hereby consent to my child participating in this event.

I confirm that I have read and understood and explained to the participant, this waiver prior to signing it and agree that this agreement will be binding on my (and his/her) heirs, next of kin, executors and administrators.

I acknowledge that the Suppliers have permitted the participant to participate in the activity the subject of this document in reliance upon the matters acknowledged by me and the representations I have made herein.

I agree that this waiver shall be governed in all respects by and interpreted in accordance with the laws of Victoria.

Signature: ..... Dated: .....

<u>Name and Type of Animal</u>	<u>Owner of Animal</u>	<u>Microchip No. or Reg. No. or Description (sex, colour, brand).</u>	<u>Pic. No.</u>	<u>Last Event &amp; Date</u>

**I, the owner/ /exhibitor of the above animal/s, declare that, to the best of my knowledge, it is/they are fit and healthy and I agree that if found to be otherwise it/they will not be allowed to compete at this event.**

Signature ..... Date .....

### WARNING UNDER THE FAIR TRADING ACT 1999

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.

Under section 32N of the **Fair Trading Act 1999**, 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 **Fair Trading Act 1999** 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** is defined in the Fair Trading (Recreational Services) Regulations 2004.