

WARIALDA PASTORAL & AGRICULTURAL ASSOCIATION INC.

WAIVER FORM - INDIVIDUALS



THIS DOCUMENT IS A NO DUTY OF CARE RISK WARNING

THIS DOCUMENT IS A WAIVER OF DUTY OF CARE

Do not complete "Event" details if this document only applies to use of facilities other than for an Event

Event Name (subsequently referred to as "the Event").....Warialda Agricultural Show.

Event Date.....9th to 12th May, 2024.

Participant's Name.....

Participant's Date of Birth.....

Participant's Address.....

Participant's Contact Number.....

Participant's Email.....

Section A - Supplier's statements about risk and duty of care.

Agricultural Societies Council of New South Wales Ltd. and Warialda Pastoral and Agricultural Association Incorporated (together the Suppliers) advise as set out below.

The handling of animals is a dangerous recreational activity as animals can act in sudden and unpredictable ways, especially when frightened or hurt.

Participation (including passive participation) in animal handling and/or physical competitions and/or Events at an agricultural show and/or use of the Suppliers' facilities contain elements of risk, both obvious and inherent.

Physical competitions and activities, Events and use of Suppliers' facilities are all dangerous recreational activities. This document is a risk warning for the purpose of Section 5M of the Civil Liability Act NSW 2002. This risk warning is given by or on behalf of the Suppliers.

This document acts as an exclusion of liability under Part 1A of the Civil Liabilities Act NSW 2002 if the services supplied by the Suppliers' are supplied without reasonable care and skill.

Section B - Participant's acknowledgements

By signing this document I acknowledge that:

1. Participation in the Event and/or use of the Suppliers' facilities is a recreational service for the purposes

WARIALDA PASTORAL & AGRICULTURAL ASSOCIATION INC.



WAIVER FORM - INDIVIDUALS (continued)



12. I use the Suppliers' facilities, including 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, both obvious and inherent.
13. At the time of participating in the Event and/or in using the Suppliers' facilities, I will not to any degree be under the influence of alcohol or illicit drugs.
14. I will not consume any alcohol or illicit drugs while participating in the Event and/or in using the Suppliers' facilities and agree that such use may result in my being excluded from the Event and/or from using the Suppliers' facilities with no entitlement to any refund of money paid to the Suppliers for entry.
15. I agree to be bound by the rules and guidelines of the Suppliers as varied from time to time.

Section C - Participant's acceptance of risk & no duty of care & waiver of rights.

1. I acknowledge and agree that my participation in the Event and any associated activities and/or my use of the Suppliers' facilities is dangerous and may have obvious and/or inherent risks as a result of which personal injury (and sometimes death) may occur.
2. I acknowledge that my participation in the Event and any associated activities and/or my use of the Suppliers facilities carry with them a significant risk of physical harm.
3. I accept and assume all risks of personal injury or death in any way arising from my participation in the Event and any associated activities and/or my use of the Suppliers' facilities.
4. I waive my individual rights to sue the Suppliers for all claims I may have for such personal injury or death against the Suppliers in any way whatsoever arising from or in connection with my participation in the Event and any associated activities and/or my use of the Suppliers' facilities.
5. If I suffer personal injury or death while participating in the Event and/or from my use of the Suppliers' facilities, I will not hold the Suppliers, their employees or agents legally responsible for any personal injury or death I suffer.
6. I will not sue the Suppliers, their employees or agents for any claims, action, costs, damages or liability.
7. I release the Suppliers and their employees ☐ from legal responsibility for the services I have been provided and/or activity I have participated ☐ in, including the Event.

Section D - Signature

Where the participant is 18 year of age or over:

I agree that I have read and understood this waiver prior to signing it.

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

I agree that this waiver is governed in all respects by and interpreted in accordance with the laws of New South Wales.

I agree that by inputting my name in the signature box and ticking the box beside my name, everything in this document is binding on me and my heirs, next of kin, executors and administrators.

