

Adelaide Plains Equestrian Club ("APEC")

REGISTERED PARTICIPANT APPLICATION 2024 - CASUAL

To be completed by participants who are NOT current Financial Members of APEC



Participants* in events organised by APEC, who are not current Financial Members of APEC, upon completion of this form are deemed to be "registered participants" of the event. Protection is afforded to the participant under the AON Australia Public Liability policy only whilst participating in activities organised and/or run by APEC at that event where they are liable for causing bodily injury or property damage to others, excluding whilst travelling to and from such event. By completing this form, you agree to abide by the Rules & Conditions of APEC and AON Australia and any Rules of the event.

(*Examples of Participants include handlers/riders/trainers/strappers/grooms etc)

Full Name of attendee and guardian (if under 18 years): _____ DOB: _____

Address: _____

Contact Ph No: _____ Emergency Contact Name/Ph No: _____

Do you suffer from allergies/medical condition? If so, what and is there an action plan (please supply): _____

Horses Name(s): _____ Event/Activity: _____

Address of Event/Activity: _____ Date of Event/Activity: _____

Horse Sports are a Dangerous Activity

In consideration for being permitted to participate in any way in horse sport activities with the Adelaide Plains Equestrian Club Inc in the abovementioned calendar year, I, the undersigned, understand, acknowledge and accept that:

- Horse sports are a dangerous recreational activity and horses can act in a sudden and unpredictable (changeable) way, especially if frightened or hurt.
- There is a significant risk that serious **INJURY** or **DEATH** may result from horse sport activities and in particular, this event.
- I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the proprietors of the event organizer (hereinafter referred to as the "Releasee") or others and I **voluntarily PARTICIPATE** at my **OWN RISK** and assume sole responsibility for any injury, death or property damage I may suffer that arises from my participation in horse sport activities.
- I understand and acknowledge the dangers associated with the consumption of alcohol or any mind-altering drugs before and during the activity and I take full responsibility for any injury, loss or damage associated with their consumption. I agree not to drink alcohol or take drugs prohibited by law before or during this event.
- I agree to follow the directions of any event organizer or official and that any misconduct or refusal by me to follow any direction of any organizer or official can result in the **CANCELLATION** of my participation in the event and my immediate removal from my horse **NO MATTER** where that may occur. I further agree to abide by the Constitution or Rule Book of APEC and any further conditions of the APEC Insurer. I understand that any such non-compliance may result in injury, death and/or permanent disability and I agree to indemnify the Releasees against all claims made by any person as a result of my failure to comply.
- I agree to wear an approved safety helmet in accordance with the Australian standards, less than five (5) years old and not having been damaged in any prior incident, at all times whilst riding and agree that I am solely responsible for ensuring that I wear a suitable helmet at all times and take sole responsibility for my actions.
- I acknowledge that it is my responsibility to ensure that any equestrian equipment, saddlery or gear that I use is correctly fitting, safe and fit for purpose. I further acknowledge that APEC does not undertake gear checks of any equestrian equipment, saddlery or gear used by me on my horse.
- I acknowledge that it is my responsibility to repair any damages to "horse yards" should my horse damage the yards in any manner. If I am unable to repair to an acceptable standard of the APEC committee, I will reimburse APEC reasonable repair costs.
- I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release and hold harmless and agree not to sue the proprietors of APEC and/or APEC Insurer, their officers, officials, volunteers, coaches, agents and/or employees, other participants, sponsoring agencies, sponsors, state bodies, affiliated clubs and if applicable, owners and lessors of premises used to conduct the activities (all of whom are referred to as "Releasees") with respect to any and all injury, disability, death, or loss or damage to person or property, whether caused by the negligence of the Releasees or otherwise.
- I understand that due to diseases, such as equine influenza, the Department of Primary Industries or other State or Commonwealth Government bodies may restrict or prevent the movement of horses, vehicles and personnel for a time period, otherwise known as a

“standstill”. I acknowledge that a standstill is a risk of participation and agree to pay any costs or expenses incurred by any person or organisation for and on behalf of my horse(s) as a result of the standstill.

Accident and Horse Injury Management

If I am injured whilst at an APEC event and are unable to attend to my horse, contact details of the person APEC can contact to take care of my horse on my behalf are:

Name: _____ Phone No: _____
(this should not be the same person as your Emergency Contact identified for you)

If my horse is injured at an APEC event and I am unable to attend to my horse due to injury to myself, contact details for my vet are:

Name: _____ Phone No: _____

If APEC is unable to contact my vet, I acknowledge and agree that APEC will seek veterinary attendance, at my cost, from the nearest available vet. APEC will follow the advice of the vet and shall not be held liable, financially or in any way whatsoever, for any such decision. I confirm and acknowledge that any veterinary costs incurred as a consequence of injury to my horse whilst attending an APEC event shall be borne in full by me and that APEC shall have no liability for such costs.

Effect of this Document

I have had sufficient opportunity to read this release of liability and assumption of risk agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without inducement of any kind. I understand that my signature to this document constitutes a complete and unconditional release of all liability of the Releasees, to the greatest extent allowed by law in the event of me and/or the children under my care, suffering injury or death.

In consideration of your accepting my participation, I hereby undertake to indemnify the organizing body, to the extent permitted by law, against all claims, losses, suits and damages made against or suffered by the organizing body by reason of any negligent act or omission on my part whilst attending, riding, driving or otherwise handling any horse at an APEC event, and I agree that any act or omission by me found in any action against APEC to be negligent shall be deemed to have been negligent for the purpose of any claim under this indemnity.

Further, I agree to abide by the APEC Constitution and/or Rule Book and any APEC Policies and Procedures, as prepared from time to time and available on the APEC website. I also agree to abide by all of the rules for any facility used by APEC for any event in which I participate regarding use of such facilities. I acknowledge that photographs may be taken of me at this APEC event and hereby authorise APEC to use these for advertising and promotional purposes, including, but not limited to, on the APEC website, Facebook site, in newspaper articles and on APEC event flyers.

I confirm that all information contained in this Form is true and correct.

Dated: ___/___/_____ Participant Name (Print): _____

Signature: _____

For Participants of Minority Age (Under Age 18)

This is to certify that I, as a parent/guardian with legal responsibility for this participant, acknowledge, understand and accept all of the above and consent and agree to his/her release as provided above by all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities arising from my minor child’s involvement and participation in horse sport activities and in particular, this event, even if arising from the negligence of the Releasees.

Dated: ___/___/_____ Participant Name (Print): _____

Parent/Guardian Name (Print): _____

Parent/Guardian Signature: _____