

AGRICULTURAL SOCIETIES COUNCIL OF SOUTH AUSTRALIA**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.

EUDUNDA SHOW (Subsequently referred to as "the Event"):

Participant Name: _____

Participant's Date of Birth: _____

Participant Address: _____

Participant Contact Number: _____

Participant Email: _____

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

Agricultural Societies Council of South Australia and this participating show (together the Suppliers) advise as set out below.

The handling of animals is a dangerous recreational activity as animals can act in a sudden and unpredictable way, 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 the Suppliers' facilities are all dangerous recreational activities.

This document is a risk warning for the purpose of the Civil Liability Act 1936 SA.

This risk warning is given by or on behalf of the Suppliers.

This document acts as an exclusion of liability under the Civil Liability Act 1936 SA 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:

Participation in the Event and/or use of the Suppliers' facilities is a recreational activity for the purposes of the Civil Liability Act 1936 SA.

1. I participate in the Event and/or use of the Suppliers' facilities at my own risk.
2. Participation in the Event and/or use of the Suppliers' facilities is a hazardous activity and involves a significant risk of physical harm and may result in injury, loss, damage or death to me and others.
3. Participation in the Event and/or use of the Suppliers' facilities requires certain skills and experience. I declare that I have sufficient skills and experience to be able to safely and properly participate in the Event and/or use the Suppliers' facilities.
4. Animals can act in sudden and unpredictable ways, especially if frightened or hurt, or if exposed to loud or unfamiliar noises.
5. The Event will be held in close proximity to rides and large groups of people and there may be loud and unfamiliar noises which can frighten animals used in the Event.

6. 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.
7. Insects or other animals may cause animals used in the Event to become frightened and act in an unpredictable way.
8. In handling animals, there is a risk of suffering injury including injuries caused by the animals.
9. I am responsible for ensuring that I have and will wear equipment suitable for my safety in my participation of the Event and/or in using the Suppliers' facilities.
10. I am responsible for the condition of any tools and equipment and ensuring that they are appropriate for the Event and/or in using the Suppliers' facilities.
11. 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.
12. 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.
13. 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.
14. 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 Supplier's 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 Supplier's facilities carry with them a significant risk of physical harm.
3. I accept and assume all risks of personal injury or death in anyway whatsoever arising from my participation in the Event and any associated activities and/or my use of the Supplier's facilities.
4. I waive my individual right 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 Supplier's facilities.
5. If I suffer personal injury or death while participating in the Event and/or from my use of the Supplier's 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, actions, 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 years 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 this 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 South Australia.

I agree that everything in this document is binding on me and my heirs, next of kin, executors and administrators.

SIGNED _____ **DATE** _____

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

I agree that I have read and understood this waiver prior to signing being a parent or legal guardian of the named participant, hereby consent to my child using the Suppliers' facilities and/or participating in the Event.

I confirm that I have read and understood and explained to the participant this waiver prior to signing it.

SIGNED BY GUARDIAN _____ **DATE** _____

Form 1 — Recreational services — 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 services¹), there is - 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). The information provided on this sheet is of a general nature only and should not be regarded as a substitute for legal advice and/or reference to the appropriate legislation.

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 injury².

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 Agricultural Societies Council of South Australia and this participating show 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 - (a) excluded; (b) restricted as set out below: [specify the nature of the restriction] (c) modified as set out below: [specify the nature of the modification] *Strike out whichever of (a), (b) or (c) do not apply and specify the nature of the restriction or modification, as is relevant.

Definitions

1 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. **2 Personal injury** is bodily injury and includes mental and nervous shock and death.

Further information:

Further information about your rights can be found at cbs.sa.gov.au