

**VICTORIAN AGRICULTURAL SHOWS LIMITED – Daylesford & District Agricultural Society Inc
PARTICIPANT RISK ACKNOWLEDGEMENT & WAIVER**

Name of participant.....

Victorian Agricultural Shows Ltd and the Daylesford & District Agricultural Society (“the suppliers”) advise that participation in a competition or event at an agricultural show or horse competition contains elements of risk, both obvious and inherent. Competitions and events, including but not restricted to events involving chainsaws, hammers and other tools, axes, saws, whips, hay bales, stoves and other cooking implements and shears are dangerous recreational activities.

1. By signing this waiver I acknowledge that:
 - 1.1. Participation in (“the Event”) is a hazardous activity and may result in injury, loss, damage or death to me;
 - 1.2. Participation in the Event requires certain skills. I declare that I have sufficient skills to be able to safely and properly participate in the event.
 - 1.3. 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;
 - 1.4. I am responsible for ensuring that I have and will wear equipment suitable for safely and properly participating in the Event;
 - 1.5. I am responsible for the condition of any tools and equipment and ensuring that they are appropriate for the Event; and
 - 1.6. I use the facilities of the Daylesford & District Agricultural Society 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 harm while participating in the Event, I will not hold the Suppliers, their employees or agents legally responsible for any injuries 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.
3. I acknowledge and agree that my participation in the Event and associated activities are a danger and may have inherent risks as a result of which personal injury (and sometimes death) may occur and 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 any way whatsoever arising from or in connection with these activities..
4. I will not consume any alcohol or illicit drugs while participating in the Event and agree that such use may result in me being excluded from an event with no entitlement to any refund of money paid for entry to the Suppliers.
5. I agree to be bound by the rules & guidelines of Victorian Agricultural Shows Ltd 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 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):

I, being a parent or legal guardian of the above named participant hereby consent to my child participating in the following 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 their) heirs, next of kin, executors and administrators. I agree that this waiver shall be governed in all respects by and interpreted in accordance with the laws of Victoria.

Signature: **Dated:**

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 if 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.