



Club Location: 30 Irwin Road Cedar Grove QLD 4285
Postal Address: Secretary, 58 Smith Rd, Park Ridge QLD 4125
Website: <http://www.cgdrcc.org.au/> Email enquiries: secretarycgdrcc@iprimus.com.au

2011 CGDRCC RESTRICTED MEMBERSHIP APPLICATION AND WAIVER

First Name _____ Surname _____

Date of Birth _____ *Mandatory for members under 18 years*

Parent/Guardian Name _____ *Mandatory for members under 18 years*

Please Note: it is a condition of membership that all members under the age of 18 years are under the direction supervision of their parent/guardian at all CGDRCC events.

Address _____ Postcode _____

Telephone (H) _____ (W) _____ Mobile _____

Email Address _____

Emergency Contact _____ Contact No _____

Restricted Membership fee per rider (adult or junior): \$20.00

(Cheque/ Money Order payable to Cedar Grove & District Riding Club Inc.)

Constitution, By-laws and Application for Membership

A copy of the by-laws and club constitution is available at the club house, on the club web site or from the club Secretary.

I agree to abide by the constitution and by-laws of CGDRCC.

I wish to apply for restricted membership of CGDRCC Inc. and agree to the conditions as stated on the attached form. Failure to sign the waiver will negate membership of this club.

I agree to my name/address details being made available to sponsors? yes no

NAME of PRIMARY APPLICANT: _____

PLEASE SIGN: _____

(Signature of membership applicant or guardian)

Date of application: _____

Note: Completed waiver and dangerous activity forms must accompany this membership form.

Restricted membership forms and payment should be sent to CGDRCC with your nomination, either by the nomination closing date for pre-nominated events or on the event day PRIOR to any riding activity for "nominate on the day" events.

Join now so that you can be part of our 2011 season.



**EQUESTRIAN AUSTRALIA LIMITED
RELEASE AND WAIVER OF LIABILITY
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

CLUB/COACH NAME: **CEDAR GROVE AND DISTRICT RIDING CLUB INC.**

CLUB/COACH ADDRESS: 30 Irwin Road Cedar Grove QLD 4285

EVENT: To include those events organised by Cedar Grove & District Riding Club Inc in 2011 (hereafter referred to as "EVENT(S)")

NOTE: Section 74 of the Trade Practices Act ("the Act") implies a warranty of due care and skill into contracts for the supply of services to consumers, as defined in the Act. To the extent that the warranty applies to any contract relevant to the Release and Waiver of Liability, it cannot be excluded.

Subject to that warranty, if applicable and IN CONSIDERATION of being permitted to compete, officiate, observe, work for, or participate in any way in the EVENT(S), EACH OF THE UNDERSIGNED, for himself/herself, his/her personal representatives, heirs and next of kin:

1. Acknowledges, agrees and represents that he/she further agrees and warrants that, if at any time, he/she feels anything to be unsafe, he/she will immediately advise the officials of such and refuse to participate further in the EVENT(S).
2. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the club/coach, participants, EFA and its state bodies or any subdivision thereof, officials, volunteers, medical personnel, any persons, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the EVENT(S), premises and event inspectors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or EVENT(S) and each of them, their directors, officers, agents and employees, all for the purposes as herein referred to as "Releasees", FROM ALL LIABILITY, TO THE UNDERSIGNED, his/her personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OR RELATED TO THE EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
3. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST they may incur arising out of or related to the EVENT(S), WHETHER CAUSED BY THE OF THE RELEASEES OR OTHERWISE.
4. HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENT(S) WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
5. HEREBY acknowledges that THE ACTIVITIES THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of the UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE/MEDICAL OPERATIONS OR PROCEDURES OF THE RELEASEES OR OTHERWISE.
6. HEREBY agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, INCLUDING NEGLIGENCE RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the State/Territory in which the EVENT(S) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

BY SIGNING HEREUNDER I CONFIRM HAVING READ AND UNDERSTOOD THE CONTENTS OF THIS DISCLAIMER.

.....
NAME (BLOCK LETTERS) SIGN HERE DATE

PARENT/GUARDIAN CONSENT FOR UNDER 18 YEAR OLD PARTICIPANTS.

I,.....being the parent/guardian of the abovenamed.....
Confirm that I have read the whole of this document and have taken all necessary actions to ensure I am aware of the activity which the above named, will be asked to participate in and consent to him/her participating. In doing so, I acknowledge that equestrian activities are dangerous and that accidents causing death, bodily injury, disability and property damage can and do happen. I agree that neither the Branch, club/coach, participants, EFA and its state bodies, or any subdivision thereof, officials, volunteers, medical personnel, any persons promoters, sponsors, advertisers, owners and lessees of premises used to conduct the EVENT(S) shall be under any liability whatsoever for the death or any bodily injury, loss or damage which may be suffered or incurred by the abovenamed or by me in or being present at any activity conducted by, or on behalf of the BRANCH except for any rights the abovenamed or I may have arising under the Trade Practices Act 1974 (Cth) (or similar legislation)

By signing hereunder I confirm having read and understood the contents of this disclaimer.

.....
NAME: (BLOCK LETTERS)

.....
SIGNATURE

.....
DATE

Member Dangerous Activity Acknowledgement

Full Name of participant (and of guardian if under 18 years).....
.....

Address.....

State Post Code..... Date of Birth

Name of Club/Organisation: Cedar Grove and District Riding Club

Membership No.

In consideration for being permitted to participate in any way in horse sport activities, I, the undersigned, understand, acknowledge and accept that:

- Horse sports are a dangerous 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.
- I understand and acknowledge the dangers associated with the consumption of alcohol or any mind altering drugs and agree not to drink alcohol or take drugs prohibited by law before or during any horse sports activities.
- I agree to follow the directions of any event organiser or official and that any misconduct or refusal by me to follow any direction of any organiser or official can result in the **CANCELLATION** of my participation in the activities and my immediate removal from my horse **NO MATTER** where that may occur.
- I agree to wear an approved helmet at all times whilst participating in the sport where this is required under the relevant EA and FEI rules and regulations.
- I have had sufficient opportunity to read this Dangerous Activity Acknowledgement and fully understand its terms and sign it freely and voluntarily.

Dated: ___/___/___ Signature of rider: _____

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 my minor child's involvement or participation in horse sport activities.

Dated: ___/___/___ Signature of guardian: _____