

INDEMNITY, RELEASE & WAIVER OF LIABILITY

I understand, acknowledge and accept that my attendance at these grounds and in the precincts of this show is undertaken on the following basis:

I understand and acknowledge that all aspects of handling, working with and in the vicinity of riding horses/hand held horses is a dangerous activity and that horses can act in a sudden and unpredictable (changeable) way at any time.

I understand and acknowledge that serious injury or death may result from all activities involving horses.

I agree that I compete and/or attend any show conducted or authorized by the Australian Appaloosa Association Ltd (AAA) or Perth Regional Appaloosa Club inc (PRAC) at my own risk and that I save harmless the AAA & PRAC and/or any show management appointed or authorized by the AAA & PRAC and I shall not pursue the AAA & PRAC and hold them liable for any personal injury, death, loss or damage occasioned to me or my children, employees, strappers or assistants or any person attending the show on my behalf or at my bequest or for any loss or damage occasioned to any of my possessions or horses whether such liability arises out of any express or implied term of law whether at common law or by statute, or through negligence of any member of the AAA and PRAC and/or any show management appointed or authorized by the AAA and PRAC arising in any manner whatsoever and I fully indemnify and save harmless the AAA and PRAC and/or any show management appointed or authorized by the AAA & PRAC against such claim whatsoever such may arise.

My attendance and/or participation in this show is acknowledgement of my acceptance of its terms as a condition precedent to my competing at this show and I acknowledge that such may be pleaded by the Australian Appaloosa Association Ltd & Perth Regional Appaloosa Club Inc. and/or any show management appointed or authorized by the AAA & PRAC as a bar to any claim made or action taken by me.

PLEASE BE AWARE THAT A LOCK DOWN AS A RESULT OF AN EI OUTBREAK IS NOT A MATTER WHICH IS COVERED BY PUBLIC LIABILITY INSURANCE AND ANY SUCH COST WILL BE BORNE BY THE COMPETITORS.

“As a competitor I am solely responsible for the care and welfare of all horses nominated and/or registered and/or leased to/by me at this event and attend such event in the full knowledge that a lockdown as a result of Equine Influenza is possible while attending/competing at the event. If such lockdown occurs I am solely financially responsible for all costs incurred by me and/or the horses during and course of such lockdown and I have ensured that appropriate measures are in place to accommodate myself and my horses in this event. I save and hold the organizing club and the AAA fully exempt from all claims, howsoever arising as a result of the lockdown. I further acknowledge and understand that the insurance provided by the AAA to the affiliate organizing club does not cover the financial losses that may be incurred by me in the event of a lockdown and that no claim for such will be made.

Signed.....