

Dilutes Australia Ltd

A.B.N. 17 081 316 994 / A.C.N. 081 316 994



2024 Dilute Australia Victorian Championships

Tatura Equestrian centre

Date: **20th October 2024**

(Entries Close 8th October 2024)

Ring starts at 0900

Only open to Dilutes Australia Ltd registered horses and must have current membership. **(Special section for Dilutes 10.2hh and under)**

1. Best presented Senior Palomino exhibit
2. Best presented Junior Palomino exhibit
3. Best presented Senior Buckskin exhibit
4. Best Presented Junior Buckskin Exhibit
5. Best presented Any Other Solid exhibit
6. Best presented Non Solid Dilute exhibit

Best Presented Of Show

7. Handler 12 years and under
8. Handler 13 years and under 18 years

Best Junior Handler

9. Handler 18 years to 30 years
10. Handler over 30 years

Best Senior Handler

11. Best Body Colour Palomino Junior
12. Best Body Colour Palomino Senior

Best Body Colour Of Show

13. Best Mane and Tail Palomino Junior
14. Best Mane and Tail Palomino Senior

Best Mane and Tail of Show

Over 10.2hh

15. Led Palomino Stallion, 4 years and over
16. Led Palomino Mare, 4 years and over
17. Led Palomino Gelding, 4 years and over

Champion and Reserve Led Senior Palomino Exhibit

18. Led Palomino Colt, 3 years and under
19. Led Palomino Filly, 3 years and Under
20. Led Palomino Gelding 3 years and under

Champion and Reserve champion Led Palomino young stock

GRAND CHAMPION Led Palomino Exhibit
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21. Led Buckskin/Smoky Black/Dun Stallion, 4 years and over
22. Led Buckskin/Smoky Black/Dun Mare, 4 years and over
23. Led Buckskin/Smoky Black/Dun Gelding, 4 years and over

Champion and Reserve Champion Led Buckskin/Smoky Black/Dun Senior Exhibit

24. Led Buckskin/Smoky Black/Dun Colt 3 years and under
25. Led Buckskin/Smoky Black Dun Filly 3 years and under
26. Led Buckskin/Smoky Black, Dun Gelding 3 years and under

Champion and Reserve Led Buckskin/Smoky Black/Dun Junior Exhibit

GRAND CHAMPION Led Buckskin/Smoky Black/Dun
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27. Led Any Other Solid Dilute Stallion, 4 years and over
28. Led Any Other Solid Dilute Mare, 4 years and over
29. Led Any Other Solid Dilute Gelding, 4 years and over

Champion and Reserve Champion Led Any other Solid Dilutes Senior Exhibit

30. Led Any Other Solid Dilute Colt, 3years and under
31. Led Any Other Solid Dilute Filly, 3 years and Under
32. Led Any Other Solid Dilute Gelding, 3years and under

Champion and Reserve Any Other Solid Dilute Junior Exhibit

GRAND CHAMPION Any Other Solid Dilute Exhibit
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33. Led Non Solid Dilute Stallion, 4 years and over
34. Led Non Solid Dilute Mare, 4 years and over
35. Led Non Solid Dilute Gelding, 4 years and over

Champion and Reserve Champion Led Non Solid senior Exhibit

36. Led Non Solid Dilute Colt 3years and under
37. Led Non Solid Dilute filly 3 years and Under
38. Led Non Solid Dilute Colt/Gelding 3years and under

Champion and Reserve Led Non Solid Dilute Junior Exhibit

GRAND CHAMPION Led Non Solid Dilute Exhibit

Winner is Qualifier for the Dilutes Australia Annual National Supreme Champion Exhibit over 10.2 hands

Supreme Grand Champion Led Junior Dilute Exhibit Supreme Grand Champion Led Senior Dilute Exhibit

Dilute 10.2hh and Under

- 39. Led Palomino Stallion /colt
- 40. Led Palomino Mare /Filly
- 41. Led Palomino Gelding

Champion and Reserve Champion Palomino 10.2hh & Under

- 42. Led Buckskin/Smoky Black/Dun Stallion /colt
- 43. Led Buckskin/Smoky Black/Dun Mare /Filly
- 44. Led Buckskin/Smoky Black/Dun Gelding

Champion and Reserve Champion Buckskin/Smoky Black/Dun 10.2hh & Under

- 45. Led Any Other Solid Dilute Stallion /colt
- 46. Led Any Other Solid Dilute Mare /Filly
- 47. Led Any Other Solid Dilute Gelding

Champion and Reserve Champion Any Other Solid Dilute 10.2hh & under

- 48. Led Non Solid Dilute Stallion /colt
- 49. Led Non Solid Dilute Mare /Filly
- 50. Led Non Solid Dilute Gelding

Champion and Reserve Champion Non Solid Dilute 10.2hh & under

Supreme Grand Champion Led Dilute 10.2hh& Under

Winner is Qualifier for the Dilutes Australia Annual National Supreme Champion Exhibit 10.2 hands & under
(winner eligible for Supreme of Supreme Led Dilute of show)

SUPREME OF SUPREME -CHAMPION LED DILUTE OF SHOW

Entries in this section MUST be registered as a Dilute Ancillary, Non-Dilute Ancillary or NCCD.

Non-Colour Compliant Dilutes (NCCD) - Grey Dilutes & Non-Colour Compliant Palominos

NOTE: Roan Dilutes are now registered in the DA Non Solid Dilute Register

51. Led NCCD 4 years and over

52. Led NCCD 3years and under

Champion and Reserve Champion Led NCCD Exhibit

53. Led Dilute Ancillary Stallion/Colt

54. Led Dilute Ancillary Mare/Filly

55. Led Dilute Ancillary Gelding

Champion and Reserve Champion Led Dilute Ancillary Exhibit

56. Led Non Dilute Ancillary Stallion/Colt

57. Led Non Dilute Ancillary Mare/Filly

58. Led Non Dilute Ancillary Gelding

Champion and Reserve Champion Led Non Dilute Ancillary Exhibit

Grand Champion Led Ancillary/NCCD exhibit
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RIDDEN CLASSES

59. Leading Rein DA registered exhibit ne 12.2hh, Rider 10 years and Under

60. First Ridden DA registered Exhibit ne 14hh, Rider 14 years and under

Newcomer Ridden (1 January to 31st December-current year of Show)

61. Newcomer DA Registered Ridden Stallion/Colt

62. Newcomer DA Registered Ridden Mare/Filly

63. Newcomer DA Registered Ridden Gelding

Champion and Reserve Champion Ridden Newcomer

64. Ridden Palomino Stallion/colt

65. Ridden Palomino Mare/Filly

66. Ridden Palomino Gelding

Champion and Reserve Champion Ridden Palomino

- 67. Ridden Buckskin/Smoky Black/Dun Stallion/colt
- 68. Ridden Buckskin/Smoky Black/Dun Mare/Filly
- 69. Ridden Buckskin/Smoky Black/Dun Gelding

Champion and Reserve Champion Ridden Buckskin/Smoky Black/Dun

- 70. Ridden Any other Solid Dilute Stallion/colt
- 71. Ridden Any other Solid Dilute Mare/Filly
- 72. Ridden Any Other Solid Dilute Gelding

Champion and Reserve Champion Ridden Other Solid Dilute

- 73. Ridden Non Solid Dilute Stallion/colt
- 74. Ridden Non Solid Dilute Mare/Filly
- 75. Ridden Non Solid Dilute Gelding

Champion and Reserve Champion Ridden Non Solid Dilute

SUPREME CHAMPION RIDDEN DILUTE OF SHOW

- 76. Ridden NCCD Male
- 77. Ridden NCCD Female

Champion and Reserve Champion Ridden NCCD Exhibit

- 78. Ridden Non Dilute Ancillary Male
- 79. Ridden Non Dilute Ancillary Female

Champion and Reserve Champion Ridden Non Dilute Ancillary Exhibit

- 80. Ridden Dilute Ancillary Male
- 81. Ridden Dilute Ancillary Female

Champion and Reserve Champion Ridden Dilute Ancillary Exhibit

- 82. Rider 12 years and Under
- 83. Rider over 12 years to 17 years

Champion and reserve Champion Junior Rider

- 84. Rider 18 years and over 25 years
- 85. Rider over 25 years

Champion and reserve Senior Champion Rider

OPEN RING

Must be a member of Dilutes Australia or pay a day membership

conducted By: Dilute Australia Ltd

Tatura Equestrian centre

Date: **20th October 2024**

(Entries Close 8th October 2024)

Ring starts at 1000

Led Classes

1. Led Stallion under 14hh
2. Led stallion over 14hh

Champion and Reserve Champion Led Stallion

3. Led 3yo Colt/Gelding
4. Led 2yo Colt/Gelding
5. Led yearling Colt/Gelding

Champion and Reserve led Colt/Gelding Youngstock

6. Led 3yo Filly.
7. Led 2yo Filly.
8. Led yearling Filly.

Champion and Reserve led Filly Youngstock

9. Led Pony Mare, 4 years and over ne 12.2hh
10. Led Pony Mare, 4 years and over, over 12.2 ne 14hh

Champion and Reserve Led Pony Mare Ne 14hh

11. Led Pony Gelding, 4 years and over ne 12.2hh
12. Led Pony Gelding, 4 years and over, over 12.2 ne 14hh

Champion and Reserve Led Pony Gelding NE 14hh

13. Led Mare 4 years and over, over 14hh ne 15hh
14. Led Mare 4 years and over, over 15hh

Champion and Reserve Led Mare over 14hh

15. Led Gelding, 4 years and over, over 14hh ne 15hh
16. Led Gelding, 4 years and over, over 15hh

Champion and Reserve Champion Led Gelding over 14hh

Supreme Led Exhibit

Ridden Classes

17. Ridden Stallion/colt ne 14hh
18. Ridden Stallion/colt over 14hh

Champion and reserve champion ridden stallion/colt

19. Lead rein pony ne 12hh (rider)
20. First ridden pony ne 12.2hh (rider)

Champion and reserve champion mini exhibit

21. Ridden pony ne 10.2hh
22. Ridden pony over 10.2 ne 11.2hh
23. Ridden pony over 11.2hh ne 12.2hh
24. Childs ridden pony, ne 12.2hh rider under 18 years

Champion and reserve champion ridden small pony

25. Ridden pony over 12.2hh ne 13hh
26. Ridden pony over 13hh ne 13.2hh
27. Ridden pony over 13.2hh ne 14hh
28. Childs ridden pony, over 12.2hh ne 14hh, rider under 18 years

Champion and reserve champion ridden large pony

29. Ridden Galloway over 14hh ne 14.2hh
30. Ridden Galloway over 14.2hh ne 15hh
31. Childs ridden Galloway, rider under 18 years
32. Ladies ridden Galloway, rider 18 years and over
33. Gents ridden Galloway, rider over 18 years

Champion and reserve champion ridden Galloway

34. Ridden Hack over 15hh ne 15.2hh
35. Ridden Hack over 15.2hh ne 16hh
36. Ridden Hack over 16hh
37. Childs Ridden hack, under 18 years
38. Ladies Ridden hack, rider over 18 years
39. Gents Ridden Hack, rider over 18 years

Champion and reserve champion ridden Hack.

40. Rider 8 years and under
41. Rider over 8 years to 12 years

Champion and Reserve junior rider

42. Intermediate rider 13 years to 14 years
43. Intermediate rider 15 years to 18 years

Champion and reserve intermediate Rider

44. Senior rider 18 years to 21 years
45. Senior rider 19-30 years
46. Senior rider over 30 years

Champion and reserve champion ridden Senior Rider

47. Pleasure ridden pony
48. Pleasure ridden Galloway
49. Pleasure Ridden Hack

Champion and reserve champion ridden hack

- 50. Best educated pony
- 51. Best educated Galloway
- 52. Best educated Hack

Champion and reserve champion Best Educated

Supreme Ridden Open Exhibit Supreme Rider

Rules

Non-Members of Dilutes Australia:

\$15 per person – This Non-Member Showing Levy applies to everyone entering the arena. TO BE PAID WITH ENTRIES if pre-entered OR ON THE DAY.

Waiver Forms will be available online or at the nomination box & MUST be signed & submitted.

Only those with a membership or non-member showing levy are allowed to enter arena.

Note: a Family Membership with DA now covers ALL persons named on the membership. This new ruling means that if you have more family members on the card then they are covered by the Company's PL with Affinity.

Members of Dilutes Australia:

ALL members must complete a Waiver. No fee is payable, but the Waiver must be completed and lodged.

SAFETY ISSUES

All persons entering the ring must wear correct footwear. Court shoes, sandals, thongs etc. are not acceptable.

While mounted, all riders must wear approved safety helmets.

Dilute Championships

CONDITIONS OF ENTRY

- 1) All horses DA registered must be either ADULT REGISTERED, (if 2 years or over at the 1st August) or FOAL RECORDED (if under 2 years at the 1st August) or PERMANENT REGISTERED with Dilutes Australia and/or its associated registers. **Please ensure you submit HARD copies of Membership card & registration or foal recording papers with entries for entries to be accepted.**
- 2) All owners/lessees must be FINANCIAL MEMBERS of Dilutes Australia Ltd. Copy to be submitted with entry
- 3) **Non-members** of Dilutes Australia who will be handling, riding or strapping for owners **will be required to pay the Non-member Showing Levy. This is not optional.**
- 4) All entries must be in writing on the entry form supplied, together with copies of DA

- membership card & DA registration & other breed registrations and memberships (if required)
- 5) Substitution in a class is allowed only if the Ringmaster & Ring Steward & Judge have agreed. The substituted horse MUST have its own entry & documentation lodged and its own allotted number. This number will be the number recorded on the Results Sheet. The horse/pony must be eligible for the designated class.
 - 6) All entries must be signed on the form supplied, or entries will not be accepted.
 - 7) The lodging of any entry shall bind the exhibitor to the Conditions of Entry set out herein, and the signature of the exhibitor or his/her agent on the Dilutes Australia entry form shall be deemed acceptance of these conditions.
 - 8) Any cheque or negotiable instrument received or accepted is deemed as a conditional payment and subject to payment on presentation.
 - 9) The AGE of horses is to be calculated AS AT 1st AUGUST.
 - 10) The Committee designated has the power, without assigning any reason, to:
 - reject or cancel any entry at any time
 - prohibit the participation of any person or exhibit in any event
 - cancel any event or class, or combine or split any class or classes
 - alter the time at which any event or class is to take place
 - remove any exhibit or exhibitor from the showgrounds
 - transfer any exhibit or exhibitor from any class to another
 - 11) The organisers shall not be responsible for the loss of, or any damage or injury occasioned to, any exhibitor or the property of any exhibitor.
 - 12) The exhibitor enters entirely at his or her own risk. In case any exhibit, whilst on the grounds, shall be the cause of any injury or damage to any other exhibit or exhibitor, or the person or property of any member of the general public, the owner of such exhibit shall indemnify DA, its officers and members, from and against all damage, injury or loss occasioned to any of them by the exhibitor or their agent.
 - 13) Any person causing annoyance by loud comments on the decisions of the Judges, or unseemly conduct or insulting behaviour, will, after being cautioned by a DA Show Organising Committee member be expelled from the Showgrounds, and said person may forfeit any prize money or trophies gained.
 - 14) Should any exhibit having gained a prize be disqualified, the next on the list of awards does not necessarily obtain the same prize. The Disputes Committee, with the advice of the Judge, will decide.
 - 15) If entries exceed 20, then classes may be split.
 - 16) If entries are below 3, then classes may be combined.
 - 17) Should any palomino horse's mane or tail show evidence of being BLEACHED or DYED, they will be DISQUALIFIED. Any exhibitor who has been found to have dyed out spots or dyed or bleached a mane or tail (palomino) will be disqualified from the class and the Show, and will be liable to expulsion from Dilutes Australia.
 - 18) For DA registered palominos, PLAITED, BANDED, HOGGED and FALSE MANES, PLAITED TAILS, FALSE TAILS and TAIL EXTENSIONS are NOT PERMITTED in halter classes. Manes & tails MUST be free flowing. In formal under saddle and performance events, they are presented at the exhibitor's discretion.
 - 19) Horses may be asked to present measuring certificate.
 - 20) Please note: Random drug tests may be taken.
 - 21) Ribbons will be awarded to fourth place.
 - 22) All exhibits must be pre-entered, Entry/Nomination fees are refundable with production of a vet/doctor certificate.
 - 23) All stallions and colts must be in the charge of a competent handler/rider 17 years of age or over, and must be under control at all times.
 - 24) All stables are fully clean from bedding and waste
 - 25) Bedding is placed in designated areas
 - 26) Bedding is free from contaminants including bailing twine and general rubbish.
 - 27) Rubbish from around the grounds must be picked up and placed in bins.
 - 28) Exhibitors will be allocated stables and parking prior to the show.
 - 29) Exhibitors will be given a plastic bag and are expected to clean around their allocated area. If

this is not done then this may render you ineligible to compete at any future dilute shows
30) Stable and camping to be paid at time of entries. Booked direct with ABSS show society.
31) Covid rules and regulations as per DHHS Victoria
DISCLAIMER: Dilutes Australia Ltd, its members and associates will not be held responsible in any way for any inaccuracy in this Schedule.

ENTRY FEES:
\$15.00 FIRST ENTRY per horse,
\$10.00 SUBSEQUENT ENTRIES PER CLASS per horse
Non-Member Showing Levy - \$15 per person

Banking details for EFT payments – Bendigo Bank – BSB 633 000 - Acct# 123 342 321
Acct name Dilutes Australia Victorian Branch – Reference your name & Champs
Copy of transaction receipt MUST accompany entries

Entries Close 8th October 2024

IMPORTANT REMINDER –
All Foal Recorded Horses & Ponies born prior to 1st August 2021
MUST BE ADULT UPGRADED
to be exhibited at this show.

Please contact the Registrar, in good time for the paperwork to be lodged & processed before the show.

Do not forget to ask for a Showing Certificate to be sent to you.

The General Secretary, Gail Rossington, is also available for contact on this.

Please ensure you submit Photocopies of current Membership card & registration/foal recording with entries for entries to be accepted. **An Interim Registration Certificate is acceptable if the Registrar has not sent the Registration Certificate to the owner.**

Dilutes Australia Ltd

A.B.N. 17 081 316 994 / A.C.N. 081 316 994

VICTORIAN CHAMPIONSHIPS SCHEDULE – 20th October 2024 Tatura Equestrian Centre

Email entries to: dilutes.victoria@ausequine.com

ENTRY FORM COVERSHEET

Please return this page with your Entry Form, Waiver/s and payment.

Registered Owner's Name: This is the owner's name that appears on the registration certificate/s	
Postal Address:	
Postcode:	
Business Ph Number:	Mobile:
Email:	
I have read and agree to abide by the conditions of entry and In Consideration of your accepting one or more of the attached entries, I hereby undertake to indemnify the Committee against all claims, losses, suits and damages made against or suffered by your Committee by reason of any negligent act or omission on the part of any rider, driver, trainer or attendant whilst he/she is attending, riding, driving or otherwise handling any horses so entered or any other horse owned or entered by me and I agree that any act or omission on the part of such rider, driver, handler or attendant found in any action against you to be negligent shall be deemed to have been negligent for the purpose of any claim under this indemnity.	
Print Name:	
Signature:	
Date:	

Class Entered ____ @ \$15 per class	\$
Donation:	\$
Administration (COMPULSORY)	\$20.00
Non-member Showing Levy for Participants who are not a Dilutes Australia Member \$15 per person	\$
Sponsorship	\$
TOTAL:	\$

Dilutes Australia Limited						
Exhibitors Name:						
Office Use:	Class No:	Exhibits Registered Name:			Rego No:	
Exhibit 1	1					
	2	3	4	5	6	7
Exhibit 2	1					
	2	3	4	5	6	7
Exhibit 3	1					
	2	3	4	5	6	7
Exhibit 4	1					
	2	3	4	5	6	7

Handler/Rider Classes:	Name:	Class	Class
<p>Please forward Coversheet, Registrations & Birth Certificates (if required) and Entry Form together with your Payment Receipt to: Gail Rossington : 07 3282 8858 Email: dilutes.victoria@ausequine.com and/or dilutestreasurer@gmail.com Must provide a scan of direct deposit payment as it must accompany entries, Banking details for EFT payments – Bendigo Bank – BSB 633 000 - Acct# 123 342 321 Acct name Dilutes Australia Victorian Branch – Reference your name & Champs ENTRIES CLOSE 5pm 8th October 2024</p>			

List All Members, handlers and Strappers attending show with your entry:

Name:	Address and contact details

Risk Warning and Waiver of Liability

Name of Provider¹

Address of Provider

State:

Postcode:

Name of Participant

Address of Participant

State:

Postcode:

The following pages affect your legal rights and obligations. Please read these carefully and only sign if you fully understand their contents. For Participants under 18 years of age, these documents must be completed by a parent or legal guardian.

Description of Activities²:

Qld All Breeds Youngstock Show - Led Only Horse Show

Risk Warning

I am aware that by my participation in any activities arranged by the Provider, certain risks or dangers may occur which could include:

- Physical, bodily or psychological injury or death.
- Physical exertion to which I am not accustomed.
- Failure of equipment or use of inadequate equipment.
- There may be no or inadequate facilities for treatment or transport to treatment if I am injured.
- The conditions in which the activities are conducted may vary without warning.
- I may cause injury to other persons and/or other persons may cause injury to me.
- I may be injured or die due to the negligence, breach of contract or breach of statutory duty or guarantee of the provider.

I acknowledge that the activities are being undertaken for the purposes of recreation, enjoyment or leisure, and involve a significant degree of risk of physical harm.

I acknowledge that the Activity may be undertaken with one or more other persons as part of a group and that the Provider is not liable for the actions of other participants in the group activity.

By signing below, I acknowledge, agree and understand that the risks associated with the Activities and/or recreational services have been explained to me. I undertake any such risk voluntarily and at my own risk.

I acknowledge that the risk warning above constitutes a "risk warning" in accordance with the *Civil Liability Act 2002* (NSW) and the *Civil Liability Act 2002* (WA).

¹ Provider includes the officers, employees, agents, contractors, franchisees and assigns of the Provider.

² Activities includes all activities and services ancillary to or associated with the named Activity, both before and after the Activity, including transportation to and from the location of the Activity whether provided by the Provider or not, briefings, inductions, training, and the provision of information in all manuals, safety guidelines and other documentation provided to or made available to the Participant with respect to the Activity, familiarisation with clothing or equipment and methods of operation of equipment and the wearing and removal of any clothing or equipment associated with the Activity. Unless otherwise specified, a reference to an Activity is a reference to a recreational service or a recreational activity as defined in relevant legislation referred to herein.

Participant's Warranties

I agree to abide by any of the Provider's rules, and any direction or instruction given to me by the Provider during the course of the Activities. I agree to use and/or wear any equipment given to me by the Provider.

I declare that I am medically and physically fit and able to participate in the Activities. I acknowledge that I must, and agree that I will, disclose any pre-existing medical or other condition, injury or concern that may affect the risk that either I or any other person will suffer injury, loss or damage during the course of the Activities and notify the Provider of any injuries, illness or concerns that may arise during the Activity. I will not engage in any reckless, negligent or foolish behaviour or any other behaviour that is likely to cause injury to me, any other participant or person.

I agree that if I suffer any injury or illness, the Provider may provide evacuation, first aid and/or medical treatment at my expense and that my acceptance of these terms and conditions constitutes my consent to such evacuation, first aid and/or medical treatment.

I declare that I have not consumed any alcohol or mind altering substance, or medication that may impact my judgement or physical capacity, before or at the time of engaging in the Activities.

Exclusion of liability

I agree to and unconditionally release, waive, discharge and forever hold harmless, the Provider or any of its employees, agents, directors or officers, from any claims as a result of any personal injury sustained, whether caused by the Provider's negligent act or wilful act or omission, breach of contract, breach of statutory duty, error, or otherwise in connection with or arising out of the Activities.

I agree that the Provider will not be liable for any claims for personal injury that may be brought against it as a result of or in connection with any act, omission, default, failure or error on the part of the Provider, and agree to indemnify and keep indemnified the Provider in respect of any such claims.

Waiver

It is possible for a supplier of recreational services to ask you to agree that the statutory guarantees under the *Australian Consumer Law* (which is schedule 2 to the *Competition and Consumer Act 2010* (Cth)) do not apply to you. If you sign this form, you will be agreeing that your rights (or the rights of a person for whom or on whose behalf you are acquiring the services) to sue the Provider in relation to the Provider's services or the activities that you undertake because the services or activities provided were not in accordance with the guarantees are excluded, restricted or modified as set out below.

For Queensland, New South Wales, Western Australia, Tasmania, Northern Territory and Australian Capital Territory and Commonwealth

By signing this form, you agree that the liability of the Provider in relation to the activities (as defined by the *Competition and Consumer Act 2010* (Cth), the *Consumer Affairs and Fair Trading Act* (NT) and the *Australian Consumer Law*) and recreational activities (as defined by the *Civil Liability Act 2002* (NSW) and the *Civil Liability Act 2002* (WA)) for any:

- (a) Deaths;
- (b) Physical or mental injuries (including the aggravation, acceleration or recurrence of such an injury);
- (c) The contraction, aggravation or acceleration of a disease;
- (d) The coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual:
 - (i) That is or may be harmful or disadvantageous to you or the community; or
 - (ii) That may result in harm or disadvantage to you or community;

That may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) resulting from the supply of the recreational services or recreational activities is excluded.

You acknowledge and agree that the above provision operates to exclude the liability of the Provider as a result of a breach of an express or implied warranty that the recreational services will be rendered with reasonable care and skill in accordance with section 5J of the *Civil Liability Act 2002* (WA) and section 5N of the *Civil Liability Act 2002* (NSW).

For South Australia

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 services³), 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).

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 injury.⁴

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 [the Provider] 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 excluded.

Further information:

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

³ **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.

⁴ Personal injury is bodily injury and includes mental and nervous shock and death.

For Victoria

Warning under the Australian Consumer Law And Fair Trading Act 2012 (Vic)

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 it 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 22 of the *Australian Consumer Law and Fair Trading Act 2012*, 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 *Australian Consumer Law and Fair Trading Act 2012* 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*, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the *Australian Consumer Law and Fair Trading Regulations 2012* and section 22(3)(b) of the *Australian Consumer Law and Fair Trading Act 2012*.

Agreement to exclude, restrict or modify your rights:

I agree that the liability of the Provider 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 excluded.

Declaration and Signature

I have read carefully and understand this risk warning and waiver of liability and sign it freely and voluntarily without inducement of any kind.

Signature of Participant: _____ Date: _____

Signature of Witness _____ Date: _____

For Participants under age 18

This is to certify that I, as a parent/guardian with legal responsibility for the Participant, acknowledge, understand and accept all of the above and consent to his/her release as provided above. I release and agree to indemnify and hold harmless the Provider from any and all liabilities arising from my minor child's involvement or participation in the Activities and/or recreational services, even if arising from the negligence of the Provider.

Signature of Legal Guardian: _____ Date: _____

Name (Print): _____

Signature of Witness _____ Date: _____

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