



WAIVER KIT

Our Insurance Broker, Affinity Risk Partners, utilizing legal advice and incorporating specific legislation from all states of Australia, has developed this form. The specific legislation is referred to on the instruction sheet in the Waiver Form kit.

As the Instruction sheet states, “All members of your Association or Club are required on joining or renewing their membership to sign the liability waiver form.” The main benefit to members by signing the form is to the member’s club and to the association. By encouraging members to acknowledge that the activity they are undertaking (horse trail riding) has inherent risks, they then accept that risk, which in turn minimizes the risk to the club, the club committee and to ATHRA. This minimization of risk also has the effect of keeping our insurance policy premium at a reasonable level as it demonstrates to our insurer that the members are considering the safety and risk minimization strategies put in place. Note that if the waiver form is incorporated into the membership renewal, it cannot be printed on the back of the application form. It must be printed on a separate page and then attached (i.e. stapled).

Please note that in no way does signing of the waiver form preclude a member from making a liability claim for compensation if it can be proven that there has been an act of negligence.

Also, this waiver form does not affect members’ rights to make a claim for personal injury on the ATHRA Personal Accident policy.

Filling out the form – Important – Please Read

In the “Name and address of Provider” box, the Australian Trail Horse Riders Association name and address needs be retained, as this is the insured group’s name. If you wish to include a club name here, you should enter the word “and” and then the name and address of the club as an addition.

In the “Description of Recreational Services” box, the words “Horse Trail riding and associated activities” should be retained. If the activity is clearly not trail riding, then this can be changed to briefly describe the new activity, but be aware that by changing this wording, the wording on the “Risk Warning Sign” sheet will also need to be changed.

In the “Steps taken by Provider to avoid the danger of personal injury or death” box, the examples shown are **examples only** and all should be deleted unless they are applicable to your event. Enter only those steps that the event organizer has taken as part of the risk minimization strategy for that event. These are all common sense steps that will be in place, assuming that the ATHRA code of Conduct is being followed. In most instances the steps could be as simple as, First Aid kit carried, Route checked and hazards identified, Emergency communications carried (mobile phone/ two way radios), ATHRA COC complied with, etc.



This notice is provided to you to assist you in the risk management of your organisation. As part of your duty of care it is necessary to ensure that members and participants are aware that they are undertaking an activity that is risky and that injury and in some cases even death can occur. For this reason the following protocols are to be followed.

ACTIVITY, EVENT AND COMPETITION

- 1. A risk warning sign must be displayed at the entrance or entrances of the activity, event or competition in the form attached.**
- 2. All participants must sign the waiver as attached before participating in any activity, event or competition (ATHRA members sign once – see Membership below).**
3. Where possible the activity, event or competition rules should be clearly displayed prior to the commencement of the activity, event or competition.
4. The steps taken by your organization to avoid the danger of personal injury or death must be listed on the liability waiver form. Where possible, these steps must be taken.

MEMBERSHIP

All members of ATHRA are required on joining or renewing their membership to sign the liability waiver form. This form limits your organisation's liability during participation in a sanctioned event, activity or competition conducted by the Association or Club. This should be on its own page attached to your club's membership form.

NOTE

It is important to understand that there are two types of Law. One is in Contract and the other is in Tort (Civil Liability). The legislative changes in all State's and Territories reflect a change in community attitudes that people must take more responsibility for their own actions.

Part of your risk management plan must be to inform your members and participants what is required of them and what protocols are in place to minimise their exposure to risk and injury.



RISK WARNING SIGN

Exclusion of Right to Sue

These Conditions Affect Your Legal Rights.

PLEASE READ CAREFULLY

1. Australian Trail Horse Riders Association, their employees and agents shall have no liability howsoever caused to YOU or any dependant for personal injury or death suffered by YOU or any dependant arising in any way whatsoever from the supply by [Insert name of Organisation] of recreational services, including but not limited to Horse trail riding and associated activities ("Recreational Services").
2. YOU acknowledge that Recreational Services are dangerous activities with many inherent risks as a result of which personal injury (and some times death) are common. YOU by your participation in such recreational activities accept all risks of personal injury or death in any way whatsoever arising from your participation in such recreational activities and YOU and any dependants release and forever discharge Australian Trail Horse Riders Association and its employees and agents from all and any liability and claims arising from the supply of the Recreational Services.

NOTICE dated

Authorised by Australian Trail Horse Riders Association

**LIABILITY WAIVER FORM
EXCLUSION OF CERTAIN RIGHTS TO SUE**



The purpose of this agreement is to exclude the liability of the Provider for any personal injury or death to the Participant and other people in the care and control of the Participant howsoever caused, who signed this form as acknowledgment of the terms and conditions of this agreement. By signing this form you are waiving your rights to sue the Provider for losses relating to personal injury or death arising from the provision of Recreational Services to you and your participation in the event, activity or competition (hereinafter referred to as "the recreational activity"). Under the provisions of the Trade Practices Act and Various State Laws conditions are implied into contracts that mean that the Provider of Recreational Services, noted below, is required to ensure that the Recreational Services it provides to you are rendered with due care and skill, are fit for the purpose for which they are commonly bought as it is reasonable to expect in the circumstances or might reasonably be expected to achieve the result you have made known to the Provider.

Name and address of Provider

Australian Trail Horse Riders Association, c/- PO Box 19, KARUAH NSW 2324

The Participant acknowledges that the recreational activity being undertaken is an activity being undertaken for the purposes of recreation, enjoyment or leisure that involves a significant degree of physical risk. The Provider acknowledges that they are providing the Recreational Services detailed below. This may entail providing facilities for participation in a recreational activity, or training a person to participate in a recreational activity, or supervising, adjudicating, guiding or otherwise assisting a person's participation in a recreational activity.

The Participant hereby acknowledges that in participating in the recreational activity that there are risks involved to him or her or other people in his or her care and control. The Participant also acknowledges that the purpose of the recreational activity is for the benefit of the Participant and for the benefit of those people in the care and control of the Participant and that at all times the Participant is responsible for his or her own actions and the actions of those other people in his or her care and control.

Description of Recreational Services

Horse trail riding and associated activities.

Steps taken by Provider to avoid the danger of personal injury or death (NOTE: This list is not intended to be exhaustive. The Provider may have taken other steps not listed, herein, to avoid the danger of personal injury or death.

ATHRA Code of Conduct, Ride rules Training program for ATHRA ride staff, First Aid kit & qualified staff, communication strategies, emergency response planning

The Participant acknowledges that during all times while he or she is participating in the recreational activity he or she does so at his or her own risk. The Participant and other people in the care and control of the Participant will not hold the Provider or any of its employees or agents liable for any personal injury or breach of contract whether caused by the negligence of the Provider its employees or agents howsoever caused or otherwise. The Participant acknowledges that in the event that he or she or any of the other people in his or her care and control find either or any of them is in difficulty during participation in the recreational activity, that he or she are to stop the activity or request that the activity be stopped if appropriate, and seek help and/or assistance and advice.

Declaration and signature

By signing this agreement I understand that the Recreational Services about to be sold to me as set out in this form may result in personal injury or death to me or the persons in my care and control. By signing this agreement I understand that I am waiving my rights and the rights of the persons in my care and control, to sue the Provider for losses relating to personal injury or death to me or to the persons in my care and control, which are sustained as a result of my participation in the recreational activity, whether caused by the negligence of the Provider its employees or agents howsoever caused or otherwise.

Signature of Participant

Printed name

Date

Address

State _____ PostCode _____