



GOLD COAST & ALBERT DISTRICT Horse Trail Riding Club Inc.

ABN 95 957 214 982
PO BOX 1247, Nerang QLD 4211



APPLICATION FOR CLUB MEMBERSHIP

I hereby apply for membership of the Gold Coast & Albert District Horse Trail Riding Club for (year*).

Surname: **First Names:**

Residential Address:

Postal Address (if different):

Email Address: **Date of Birth:**

Phone: (Home) (Work) (Fax)

Mobile:

Emergency Contact Person and Contact Number:

Do you have a current First Aid Certificate? YES NO

What date does it expire?

Do you have a Volunteer Blue Card for working with children? YES NO

Do you carry medication? YES NO

Do you have a medical bracelet? YES NO

Do you have any illness or disability we should be advised of?

Do you agree to share your contact details with other club members YES NO

What is your level of horse riding experience? LIMITED AVERAGE VERY GOOD

Have you been trail riding with another ATHRA club? YES NO

Membership Fees:	Adult	\$80
	Junior (under 18)	\$70
	Non-Riding (Social)	\$60
	Associate (must be a full member of another ATHRA club)	\$20

<u>Electronic Bank Deposit</u>	
Bank:	Suncorp Metway
BSB:	484 799
Account No:	130 155 691
<i>Please use surname as the transaction reference</i>	

*Club membership expires on 31 December each year, except for new members joining on and after 1 October each year in which case their membership continues through to 31 December of the following year.

Signing the *Risk Warning and Waiver* form, the *Parental Consent and Indemnity* form (where appropriate), and the *Club Ride Rules* is a condition of acceptance of this application.

Please complete and sign all five (5) pages where noted, then email with confirmation of payment to the Club Secretary at: goldcoasttrailriding@hotmail.com.

Applicant's signature **Date**

Parent/ guardian's signature (if Applicant is U18) **Date**

Office Use: Receipt No
Risk Warning & Waiver, Parental Consent & Indemnity, and Club Ride Rules received

EACH CLUB MEMBER (the "PARTICIPANT") MUST SIGN THIS FORM. IF THE MEMBER IS UNDER 18 YEARS, THIS FORM IS TO BE SIGNED ON THEIR BEHALF BY THE PARENT OR GUARDIAN, NOT BY THE UNDERAGE MEMBER.

RISK WARNING AND WAIVER

(ATHRA reference IMS-F-006 V20130510)

Risk warning and acknowledgement

Your participation in the recreational activities supplied by ATHRA (Australian Trail Horse Riders Association) may involve risk. The risks involved may result in personal injury including death. Prior to undertaking any such recreational activity, you should ensure you are aware of all of the risks involved, including those risks associated with any health condition you may have.

By signing below, you acknowledge, agree, and understand that participation in the recreational services provided by ATHRA may involve risk. You agree and undertake any such risk voluntarily and at your own risk. You also acknowledge that the risk warning above constitutes a 'risk warning' in accordance with relevant legislation, including the *Civil Liability Act 2002* (NSW) and the *Civil Liability Act 2002* (WA).

Waiver

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

For recreational services or recreational activities to which the Australian Consumer Law (Commonwealth), (New South Wales) and (Western Australia) applies

By signing this form, you agree that the liability of ATHRA in relation to recreational services (as that term is defined in the *Competition and Consumer Act 2010* (Cth) and the Australian Consumer Law) and recreational activities (as that term is defined in the *Civil Liability Act 2002* (NSW) and the *Civil Liability Act 2002* (WA)) for any:

- a. death;
- b. physical or mental injury (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 behavior, course of conduct or state of affairs:
 - i. that is or may be harmful or disadvantageous to you or the community;
 - ii. that may result in harm or disadvantage to you or the 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 recreational services or recreational activities is excluded.

For recreational services to which the Australian Consumer Law (Northern Territory) applies

By signing this form, you agree that the liability of ATHRA for any death or personal injury (as defined in the *Consumer Affairs and Fair Trading Act* (NT)) that may be suffered by you (or a person from whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services is excluded.

For recreational services to which the Australian Consumer Law (South Australia) applies

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 services¹), there is –

- a. a statutory guarantee that those services will be rendered with due care and skill; and
- b. 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
- c. 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).

Initial:

Excluding, restricting or modifying your rights

Under section 42 of the *Fair Trading Act 1987* (SA), 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 injury².

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 ATHRA 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.

Definitions

- ¹ **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.
- ² **Personal injury** is bodily injury and includes mental and nervous shock and death.
- ³ **ATHRA** is the Australian Trail Horse Riders Association

Further information

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

For recreational activities to which the Australian Consumer Law (Victoria) applies

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, ATHRA is required to ensure that the recreational services it supplies to you—

- a. are rendered with due care and skill; and
- b. are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- c. 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*.

Exclusion of rights under the Australian Consumer Law (Victoria)

By signing below, I agree that the liability of ATHRA for any death or personal injury (as defined in the *Fair Trading Act 1999*) that may be suffered by me (or a person from whom or on whose behalf I am acquiring the services) resulting from the supply of recreational services is excluded.

Print Name of Participant:

Signature of Participant*: **Date:**

**If Participant is under 18 years, Participant's Parent or Guardian signs on behalf of the underage Participant.*

Signature of witness:

Name & address of witness:.....

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THIS FORM IS TO BE COMPLETED WHERE THE CLUB MEMBER (the "PARTICIPANT") IS AGED UNDER 18 YEARS. IT MUST BE SIGNED ON BEHALF OF THE UNDERAGE MEMBER BY THE PARENT OR GUARDIAN, NOT BY THE UNDERAGE MEMBER.

PARENTAL CONSENT AND INDEMNITY

(ATHRA reference IMS-F-028 V20130612)

NAME OF PARTICIPANT: _____

NAME OF ATHRA-AFFILIATED CLUB: _____

DATES OF PARTICIPATION: FROM: _____ TO: _____

This document is a deed poll in favour of the Australian Trail Horse Riders Association (**ATHRA**), its affiliated clubs (**Supplier**) and their officers, employees, representatives, agents, contractors and volunteers (**Personnel**).

I, the undersigned, am aged over 18 years of age and am a parent or legal guardian of the above named participant (**Participant**).

I consent to the Participant attending ATHRA related events (the **Events**) for the activities described below, including participating in the Events and activities offered by ATHRA and the Supplier or otherwise in connection with it (**Activities**).

I acknowledge and agree:

- that the Participant and I have read and understood ATHRA's rules and any other rules applying to the Activities;
- that the nature of the Activities may include horse trail riding and all ATHRA related Events including social functions and camps, and that risks may arise during these and other Activities, including the risk of Personal Injury (as defined below);
- that ATHRA, the Supplier and their Personnel would be unable to feasibly operate the Events if they were liable for such risks; and
- that the Participant attends the Events and participates in all Activities at my own risk.

I indemnify ATHRA, the Supplier and each of their Personnel against any and all losses, costs, damages, expenses and liabilities (including legal costs on a full indemnity basis) sustained or incurred by ATHRA, the Supplier or any of their Personnel in connection with:

- any claim, action, demand or proceedings (whether based in contract, tort (including negligence) or otherwise) by any person in relation to any Personal Injury occasioned by the Participant at, or as a result of, the Events, or in the course of, or as a result of, any Activities;
- any failure of the Participant to follow any rules of ATHRA or any directions given by the Supplier or its Personnel; or
- any act or omission of the Participant at the Events or in the course of any Activities which causes or contributes to Personal Injury to any person.

In this deed poll, a reference to **Personal Injury** includes: death; physical or mental injury (including the aggravation, acceleration or recurrence of such an injury); the contraction, aggravation or acceleration of a disease; 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:

- that is or may be harmful or disadvantageous to the person who suffers it or the community, or
- that may result in harm or disadvantage to the person who suffers it or the community.

I agree that in the event of the Participant being involved in an accident, becoming ill, or otherwise requiring medical treatment or care, the Supplier or its Personnel may, in their absolute discretion, obtain medical treatment for the Participant and that I must pay all expenses incurred in obtaining such medical treatment or care.

Signed, sealed and delivered as a deed poll by the parent or guardian of Participant who is under 18 years:

Signature: _____ **Date:** _____

Name (print): _____ **Telephone:** _____

Address: _____

GOLD COAST & ALBERT DISTRICT
Horse Trail Riding Club Inc
CLUB RIDE RULES

1. No dogs will be permitted on any ride, school, show or camp organised by the Gold Coast & Albert District Horse Trail Riding Club Inc.
2. All persons attending the ride must sign the Ride Attendance Register before the ride/ camp commences.
3. All first time, inexperienced and junior riders are to make themselves known to the President, Vice President or Trail Boss no less than 48 hours before the ride commences.
4. All riders 16 years and under must (unless they have been approved as capable riders by either the Trail Boss, President or Vice President) be accompanied by an experienced parent or nominated guardian who will ensure their supervision at all times during the ride.
5. During a ride the rider in front of you and the rider behind you are to be kept in sight at all times.
6. One horse length should be maintained between each horse to avoid being kicked or bitten. It is the responsibility of the rider of the horse following to keep his or her horse at a safe distance from the horse in front. Also, all known kickers are to have a visible red ribbon or sticker attached to the rear of their horse.
7. All riders are to abide by the directions given by the Trail Boss and/or Stewards. It is at the discretion of the Trail Boss to deem any horse and rider, for any reason, unfit to continue.
8. All riders must be sensibly attired with suitable riding boots (complete with heels) which prevent the foot from sliding through the stirrup iron.
9. All horses should be ridden in well maintained, correctly fitted tack with bridle, bosal or hackamore (riders who use the latter two must show the President or Vice President they have complete control over their horse prior to the commencement of the ride – if complete control is not evident the rider will be asked to use a bridle with a bit. Those riders riding with a Jaquima (rope halter) must also have a bridle with a bit and a set of reins with them in case they are required to retack during the ride.
10. During a ride the blood alcohol level of a rider must not exceed .05 to comply with State Road Rules. No drinking of alcoholic beverages is permitted whilst mounted.
11. Smoking is not allowed during a ride – however it is permitted at smoko and lunch breaks and participants must have a stub out container.
12. All riders' rubbish must be taken with them, and not left behind.
13. When riding on roads all riders must ride in single file on the left side of the road or as the Trail Boss directs.
14. No rider is to cross the road without the Trail Boss's permission.
15. All children 12 years and under (unless they have been approved as capable riders by either the Trail Boss, President or Vice President) and inexperienced riders may be required to be on a lead rope during the club ride.
16. No rider is to ride in front of the Trail Boss or ride behind the Drag Rider without consent.
17. No rider is to leave the trail without the knowledge and permission of the Trail Boss.
18. Do not pass other riders at a speed that may excite their mount.
19. All gates are to be left as they are found. Respect private property.
20. Beginners and children under 18 years must wear a helmet which meets the requirements described in ATHRA's Code of conduct hard hat, and are not allowed to ride with backpacks (camel packs with water are permitted).
21. A record must be kept by the nominated First Aid Officer of any incidents or accidents that occur on a ride.
22. A qualified First Aid Officer will carry the First Aid Kit on every ride. The Trail Boss, all Stewards (including First Aid Officer) and the Drag Rider will wear fluoro vests and have radio communication links.
23. Any rider seeing dangerous obstacles (e.g. holes, wire, glass etc.) must relay a warning to other riders.
24. All horses must be fit and in a reasonable condition for each ride and their feet properly maintained.
25. Riders are required to conduct themselves in accordance with the ATHRA Code of Conduct (www.athra.com.au) and in a manner that will promote the image of the Club and its activities.

I have read the above Club Ride Rules and agree to abide by them at all times:

Name: **Signature:** **Date:**