

# Pony Club Association Of Queensland Inc

## LIABILITY, WAIVER, RELEASE AND INDEMNITY

**WARNING:** *This is a legal document that affects your rights. If you do not understand it, consult a lawyer before signing it*

**Full Name** .....

**Address:** .....

.....**Postcode** .....

**Date of Birth:** .....

**Emergency Contact Name:**.....**Tel**.....

**Known medical conditions or disabilities** . .....

.....

TO: The Pony Club Association of Queensland Inc. and its affiliated clubs. and their respective directors, officers, employees, agents, contractors, representatives and volunteers ('Pony Club")

In consideration of the Pony Club accepting my membership and/or allowing me to participate in its events and activities, including riding:

1. I acknowledge that participation involves the real risk of injury, possibly serious. This includes injuries related to or resulting from pre-existing disabilities or medical conditions.
2. It is not possible to list all potential injuries or their possible causes. Injury may be unforeseen, accidental or preventable. Although it is uncommon, the injury may be extremely serious. I acknowledge that the most common injuries result from falls from horses. Injury might be caused by failure to follow instructions, failure to wear protective equipment, carelessness, the negligence of co-participants, animal misbehaviour, equipment failure or other causes.
3. I understand that before participating in any physical activity, I should obtain the approval of a qualified medical practitioner. This is particularly important if I am over 35 years of age or I have a pre-existing disability or medical condition.
4. By participating, I accept all risks necessarily flowing from my participation which could result in loss of life, temporary or permanent injury or economic loss.

Accordingly, I release Pony Club from, and will indemnify it against (to the extent my actions are not excused or protected by law), all liability for all injury, loss or damage arising out of or connected with my participation in Pony Club activities. This release and indemnity continues forever and binds my heirs, executors, personal representatives and assigns. It includes loss or damage related to my equipment and the death or injury of my animal.

5. I have disclosed to you (on this form) all personal medical and other details that might be relevant to my participation or if medical treatment is needed. I promise to keep you up to date with any changes in my medical condition.

6. I consent to receiving any medical treatment or injury assistance that Pony Club thinks desirable during or after my participation. However, I do not require that special medical facilities or equipment be made available for me and I understand that treatment or assistance might not be immediately available when needed.
7. I understand that any insurance cover effected for participants may not cover me for any or all injury, loss or damage sustained by me.
8. I acknowledge that safety precautions undertaken by Pony Club (such as course supervision, safety briefings, animal inspections and equipment safety checks) are a service to me and other participants but are not a guarantee of safety.
9. Animals are ridden by me at my risk. Pony Club is not responsible for injury, loss or damage resulting from animal behaviour (including behaviour caused by the presence of other animals or participants). In particular, Pony Club is not responsible for animal selection by or on behalf of participants (for example, an animal may be unsuitable for a participant by reason of the participants inexperience or age).
10. I warrant that:
  - \* all equipment provided or used by me in Pony Club activities is reasonably fit for its purpose: and
  - \* any animal used by me in Pony Club activities is in good physical condition and is appropriate for my age, experience and anticipated riding activities.
11. I declare that I have read the Pony Club Association of Queensland Codes of Behaviour Policy and understand that failure by myself or my family members to abide by its requirements can result in any or all of the following penalties:
  - \* disqualification from an event;
  - \* removal from the grounds of an event;
  - \* temporary suspension from pony club;
  - \* permanent cancellation of pony club membership.
12. I acknowledge that in order for the Pony Club Association of Queensland to function it is necessary for it to share information including known medical conditions or disabilities, membership standing, club, age, grading and horse ownership. People to whom my personal information may be disclosed (without limitation) include other members, other clubs and zones, sponsors, team managers and event organisers.

I certify that I am 18 years of age or older and I have read this document and fully understand it.

.....  
 Signature Date

**DECLARATION BY PARENT OR GUARDIAN  
 (for Participants under 18 years of age)**

As parent or guardian of the participant:

- \* I agree to the above for myself and on behalf of my child
- \* I Indemnify and will keep indemnified Pony Club and all other people referred to above on the terms referred to above.

.....  
 Parent/Guardian Signature Date

Full Name: .....