

## **ACKNOWLEDGEMENT, WAIVER AND RELEASE - (General)**

**WARNING: THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR RIGHTS. PLEASE READ ALL OF (2 PAGES) THE DOCUMENT CAREFULLY. ALL PARTICIPANTS IN THE EVENT OR DANGEROUS ACTIVITIES SURROUNDING THE EVENT MUST SIGN THIS DOCUMENT AS DETERMINED BY LANDMARK OPERATIONS LIMITED (LANDMARK)**

1. For the purposes of this document "participant" includes any person competing in the Event or assisting a competitor in the Event and "participating" means undertaking any activity directly or indirectly in relation to the Event including competing in the Event, accessing areas where horses are held or accessing the Event course or areas where the general public are not permitted.
  
2. I understand and acknowledge that participating in the **LANDMARK CLASSIC SALE AND CAMPDRAFT at AELEC, TAMWORTH on 2<sup>nd</sup> February – 10<sup>th</sup> of February 2019** (the Event) is a dangerous recreational activity. I am aware and understand the activities in which I will participate in connection with the Event and the risks inherent in these activities. I agree hazards include, but are not limited to remoteness from assistance or medical aid, the extremely strenuous nature of the Event including becoming lost, vehicle traffic, actions of other participants spectators and public, weather conditions, heat exhaustion, condition or suitability of my horse and riding equipment, natural and man made objects in the environment, horse and other animal behaviour and other unspecified hazards. I am aware of the hazards involved and acknowledge that there is always risk of injury (including permanent injury, mental injury, paralysis and death) and damage. In my judgment I have sufficient competence, knowledge, common sense, experience and equipment to participate in the Event and related activities in a manner safe to myself and others.
  
3. I acknowledge that to the extent permitted by law (including the Competition and Consumer Act 2010 (Cth) and the Australian Consumer Law Landmark as the organiser of the Event and its related entities (as defined in the Corporations Act 2001 (Cth)) expressly exclude any liability to me for negligence or breach of any conditions or warranties, express or implied including any warranties that services rendered by Landmark or its related entities will be rendered with due care and skill, or that materials supplied in connection with services or the Event will be reasonably fit for purpose.
  
4. I certify that I am physically fit and that I have sufficiently trained for participation in the Event and have not been advised otherwise by a qualified medical person that I cannot participate in the Event in any way.
  
5. In consideration of being allowed to participate in the Event, I (on my own behalf and on behalf of my executors, administrators, heirs, next of kin, successors and assigns):
  - a. **WAIVE, RELEASE AND DISCHARGE** from any and all liability for death, disability, personal injury, property damage, property theft and all other risks, claims or actions of any kind (including breach of contract or acts of negligence to the extent permitted by law) whatsoever and however occurring, together with any legal fees incurred as a result of any such claim whether it is valid or not, which I at any time had or have as a result of or in connection with, directly or indirectly, my participation in and my travelling to and from the Event the following person or entities: Landmark) and all of its related entities, Event sponsors, Event producers, community organisations, all State, Federal and Local Government authorities in which the Event may be staged and the owners, licensees or occupiers of any property upon which I enter and their (its) respective officers, directors, employees, independent contractors, sponsors, representatives, agents, members and volunteers, including medical and paramedical personal appointed for the Event; and
  
  - b. **INDEMNIFY AND HOLD HARMLESS** the persons or entities mentioned in paragraph 5(a) from any and all liabilities, claims or actions (including negligence) whatever or however caused arising as a result of or in connection with, directly or indirectly, my participation in and travelling to and from the Event, including any claim by my (or my team's) support crew or any person assisting me or my team.
  
6. I acknowledge that I am responsible for my horse(s) (including ensuring it is appropriately collared and tied when not competing, feeding and medical treatment) and my personal possessions and equipment during the Event.
  
7. I give my consent to receive any first aid and medical treatment which may be deemed advisable in the event of accident, injury and/or illness as a result of my participation in the Event.

8. I agree to allow my photograph, video, multimedia or film likeness and or name to be used for any legitimate purpose by Landmark, its sponsors or assigns without notification, payment or compensation.

9. I am responsible for my own personal accident insurance, public liability insurance and ambulance cover and acknowledge that Landmark does not hold any insurance cover on my behalf or for my benefit.

10. I acknowledge that the organisers reserve the right to alter the advertised course if conditions warrant. I agree that the organisers reserve the right to cancel or postpone the Event due to weather conditions, natural disaster, "acts of god", terrorism, war or any other reason so deemed by the organisers, and that my entry fee will be non-refundable.

11. I agree to abide by the Event rules and directions of officials and I understand that my entry may be voided if through my actions or behaviour, if in the opinion of the organisers, I break any of the rules or I bring the Event into disrepute. I further understand that the organisers reserve the right to reject any entry without having to justify their actions.

12. I certify that I will be eighteen (18) years of age or older before the Event starts. If under the age of eighteen (18), I will be supervised and have permission from a responsible parent/guardian, who will sign this wavier on my behalf.

13. I understand that if an outbreak of Equine Influenza or any other notifiable disease occurs at the Event, for the duration of any lockdown I will bear the costs of maintaining all personnel, horses and equipment that I have caused to be in attendance at the Event.

**I have carefully read this form, understand and agree to its contents.**

Name (Please print) .....

Dated .....

Signed .....

Name of Parent/ Guardian  
*(for persons under the age of 18)* .....

Signed Parent/Guardian .....

Privacy Statement: Your privacy is important to us. Landmark collects, uses, discloses and handles personal information in accordance with the Privacy Act 1988 (Cth) and its privacy principles (as amended from time to time). Please see Landmark's privacy policy available at [www.landmark.com.au](http://www.landmark.com.au) for information about privacy processes.

