
Agricultural Societies Council of New South Wales Limited
PARTICIPANT RISK ACKNOWLEDGEMENT AND WAIVER (Individual)
(For physical competitions and events other than those involving horses
and other livestock)

Gilgandra Show Society Inc

Name of Event: _____ Date of Event: _____

Name of Participant: _____

Participant Address: _____

Contact Telephone for Participant: _____

Participants Email: _____

Agricultural Societies Council of New South Wales Limited and Gilgandra Show Society Inc and the Agricultural Societies Council of New South Wales Limited (together **the Suppliers**) advise that participation (including passive participation) in a physical competition or event at an agricultural show contains elements of risk, both obvious and inherent. Physical competitions, activities and events of all types are sometimes dangerous recreational activities.

1. By signing this waiver I acknowledge that:

1.1 participation in _____ **(the event)** is a recreational service for the purpose of section 139A of the **Australian Competition and Consumer Act (Cth) 2010** and also a recreational activity for the purposes fo section 5K of the **Civil Liability Act (NSW) 2002**;

1.2 participation in the Event involves a significant risk of physical harm and may result in injury, loss, damage or death to me;

1.3 participation in the Event requires certain skills and experience. I declare that I have sufficient skills and experience to be able to safely and properly participate in the Event;

1.4 if the Event is held outdoors, there are risks to me as a result of the weather conditions, including either extreme hot or cold weather, rain or wind;

1.5 I am responsible for ensuring that I have and will wear equipment suitable for safely and properly participating in the Event;

1.6 I am responsible for the conditions of any tools and equipment and ensuring that they are appropriate for the Event; and

1.7 I use the facilities supplied for the event entirely at my own risk, as I find them and with the prior acceptance of the risk of possible danger to me.

2. If I suffer injury, loss or damage (**Loss**) while participating in the Event, I will not hold the Suppliers, their employees or agents legally responsible for any Loss I suffer. I will not sue the Suppliers, their employees or agents for any claims, costs, damages or liability. I agree to release the Suppliers and their employees from legal responsibility for the services I have been provided and/or activity I have participated in.

3. I acknowledge and agree that my participation in the Event and associated activities is a danger and may have inherent risks as a result of which personal injury (and sometimes death) may occur and I accept and assume all such risks of personal injury or death in any way whatsoever arising from these activities and hereby waive my individual right to sue the Suppliers for all claims I or my representatives may have for such personal injury or death against the Suppliers in any way whatsoever arising from or in connection with these activities.