

GIPPSLAND & PENINSULA REGIONAL PROMOTIONAL GROUP WP&CS AUST INC
WELSH & PERFORMANCE SHOW



★ Sunday 21st January 2024 ★

Akoonah Park – Cardinia Street, Berwick (Gate 7)

RINGS 1 & 2 : Youngstock, Senior & Other Breeds Halter Classes

RINGS 3 & 4 : Welsh & Part Welsh Ridden, Open Led & Ridden Ring 5 : Harness, Ring 6 : ARC Qualifier

RING 5 starts at 8am, Rings 1, 2,3 start 10am, Ring 4 starts at 10.30am, Ring 6 starts at completion of other rings.

WP&CSA MEDAL SHOW - Best Welsh In Hand (Ring 1) & Ridden Welsh (Ring 3)

ALL ENTRIES IN THE WELSH CLASSES MUST BE REGISTERED WITH THE WP&CS AUST INC.

ENTRIES IN THE OTHER BREEDS CLASSES MUST BE REGISTERED WITH THE RELEVANT SOCIETY.

RUN UNDER THE WP&CS SHOW REGULATIONS (<http://www.wpcs.com.au/showing/showing/show-regulations>)

A photocopy of current membership and registration card must accompany all entries

ENTRY FEES : Pre-entry \$15.00 for 1st CLASS & \$10 a class thereafter

ENTRIES ON THE DAY : \$15.00 per class,

Junior Handler & Fancy Dress : \$5.00

ENTRIES CLOSE Wednesday 19th January 2024.

**NB:
ARC entries
via
vaws.com.au**

JANINE CASSERLY PERPETUAL TROPHY to be awarded to SUPREME WELSH B (RING 1)

Limited Stables & Camping available @ Oakwood Riding School – 10 Smiths Lane, Clyde North – Phone 9702 6566.

or Camping & yard at Akoonah Park – Phone Gary 0427 057 768

ENQUIRIES: ANGELA HOLLAND angela@hollyfordpark.com.au 0417 561 265 **SHELLEE ARTER** sheleearter@gmail.com 0456 010 719

ENTRIES CAN BE EMAILED TO angela@hollyfordpark.com.au

ENTRY FORM Tax Invoice Welsh Pony & Cob Society of Australia Inc • **SEND ENTRIES TO :-** • Angela Holland

ABN 70 066 732 367 PO Box 762, Pakenham, Vic, 3810 • 55 Tolley Road, Ripplebrook, 3818

All Cheques payable to Gippsland & Peninsula RPG Bank Details for Direct Deposit are as follows:

Account Name: Gippsland & Peninsula RPG of Welsh Society BSB: 063 733 Acct No: 10247262

Class No.	Name of Exhibit	Reg. No.	Entry Fee (\$)
ARC entries via vaws.com.au			
GATE FEE			\$5.00
RAFFLE TICKETS @ \$2 each			
TOTAL (\$)			

Name of Registered Owner: _____ Membership No: _____

Address: _____ Postcode _____

PIC Number _____ ABN _____ Phone _____

Email _____ Signature _____

- CHECK LIST :** Complete Entry Form Copy of Registration Certificate for all entries
 Copy of Membership Card & Insurance Indemnity Payment for Entry Fees

Gippsland & Peninsula RPG 2024 Welsh & Performance Show Program

RING 1 : Commences 10.00am

Judge : Jenni Cesnik

WELSH MOUNTAIN PONIES

1. Colt Yearling
2. Colt 2 year old
3. Colt 3 year old

Champion and Reserve Colt

4. Filly Yearling
5. Filly 2 year old
6. Filly 3 year old

Champion and Reserve Filly

SUPREME CHAMP WELSH MTN PONY

WELSH PONIES

7. Colt Yearling
8. Colt 2 year old
9. Colt 3 year old

Champion and Reserve Colt

10. Filly Yearling
11. Filly 2 year old
12. Filly 3 year old

Champion and Reserve Filly

SUPREME CHAMPION WELSH PONY

(To be awarded the Janine Casserly Perpetual Trophy)

WELSH PONIES OF COB TYPE

13. Colt Yearling
14. Colt 2 & 3 year old

Champion and Reserve Colt

15. Filly Yearling
16. Filly 2 year old
17. Filly 3 year old

Champion and Reserve Filly

SUPREME CHAMPION

WELSH PONY OF COB TYPE

WELSH COBS

18. Colt Yearling
19. Colt 2 & 3 year old

Champion and Reserve Colt

20. Filly Yearling
21. Filly 2 year old
22. Filly 3 year old

Champion and Reserve Filly

SUPREME CHAMPION WELSH COB

GELDINGS

23. Yearling Gelding of Sect A Breeding
24. 2 year old Gelding of Sec A Breeding
25. 3 year old Gelding of Sec A Breeding

Champion & Res Gelding of Sec A Breeding

26. Yearling Gelding of Sec B Breeding
27. 2 year old Gelding of Sec B Breeding
28. 3 year old Gelding of Sec B Breeding

Champion & Res Gelding of Sec B Breeding

29. Yearling Gelding of Sec C Breeding
30. 2 & 3yo Gelding of Sec C Breeding

Champion & Res Gelding of Sec C Breeding

31. Yearling Gelding of Sec D Breeding
32. 2 & 3yo Gelding of Sec D Breeding

Champion & Res Gelding of Sec D Breeding

SUPREME CHAMP JUNIOR GELDING

BEST WELSH YOUNGSTOCK

SENIOR WELSH CLASSES

WELSH MOUNTAIN PONIES

33. Mare – 4 & Under 8 years old
34. Mare – 8 years and over

Champion & Reserve

Senior Welsh Mountain Pony

WELSH PONIES

36. Mare – 4 & Under 8 years old
37. Mare – 8 years and over

Champion & Reserve

Senior Welsh Pony

WELSH PONY OF COB TYPE

39. Mare – 4 & Under 8 years old
40. Mare – 8 years and over

Champion & Reserve

Senior Welsh Pony of Cob Type

WELSH COBS

42. Mare – 4 & Under 8 years old
43. Mare – 8 years and over

Champion & Reserve

Senior Welsh Cob

44. Stallion – 4 years and over
45. Gelding Sec A Breeding – 4 & u 8 yo
46. Gelding Sec A Breeding – 8 yo & over
47. Gelding Sec B Breeding – 4 & u 8 yo
48. Gelding Sec B Breeding – 8 yo & over
49. Gelding Sec C Breeding – 4 & u 8 yo
50. Gelding Sec C Breeding – 8 yo & over
51. Gelding Sec D Breeding – 4 & u 8 yo
52. Gelding Sec D Breeding – 8 yo & over

Champion and Reserve Senior Gelding

BEST WELSH IN HAND –

Junior and Senior (To be awarded

WPCSA Medal)

PART WELSH - JUNIOR

53. Colt Yearling
54. Colt 2 & 3 year old

Champion and Reserve Colt

55. Filly Yearling
56. Filly 2 year old
57. Filly 3 year old

Champion and Reserve Filly

58. Gelding Yearling
59. Gelding 2 year old
60. Gelding 3 year old

Champion and Reserve Gelding

PART WELSH – SENIOR

61. Stallion – 4 years and over
62. Mare – 4 years & over, Under 12hh
63. Mare – 4 years & over, 12hh & ne 13.2hh

Champion and Reserve

Senior Part Welsh Stallion or Mare

65. Gelding – 4 years & over, Under 12hh
66. Gelding – 4 years & over, 12hh & ne 13.2hh

Champion and Reserve

Senior Part Welsh Gelding

SUPREME CHAMPION PART WELSH -

JUNIOR & SENIOR

RING 2 : Commences 10.00am

Judge : Geoffrey Mark

OTHER BREEDS CLASSES

ARABIAN PONY / ARABIAN RIDING

PONY (Must be registered with AHSA)

68. Colt & Gelding Yearling
69. Filly Yearling
70. Colt & Gelding - 2 & 3 years old
71. Filly 2 & 3 years old
72. Gelding – 4 years & over
73. Mare – 4 years & over
74. Stallion – 4 years & over

Champion and Reserve ARABIAN PONY/

ARABIAN RIDING PONY

RIDING PONY

(Must be registered with RPSB)

75. Colt & Gelding Yearling
76. Filly Yearling
77. Colt & Gelding - 2 & 3 years old
78. Filly 2 & 3 years old
79. Gelding – 4 years & over
80. Mare – 4 years & over
81. Stallion – 4 years & over

Champion and Reserve RIDING PONY

CANCELLATION POLICY : in accordance with the WPCS of Australia Inc Extreme Weather and Cancellation Policy if cancellation is required due to existing or predicted severe and dangerous conditions such as Code Red Fire Warnings / Flood or travel warnings / disease outbreaks a message will be available on 0417 561 265 If an event has to be moved to another venue due to extreme weather events, entry fees minus any administration fees and costs incurred by the show committee prior to the show, will only be refunded with a written request from the exhibitor within 7 days of notification of change of venue.

REFUND POLICY – REFUND POLICY – • There will be no refund after the close of entries unless an event is cancelled prior to commencement of the event. If so, costs incurred by the show committee will be paid and remaining funds will be reimbursed to the member if the amount per exhibitor is \$2 or more. • If an event is cancelled after it has commenced there will be no refunds. • If an event is postponed entry fees will not be refunded without a written request from the exhibitor within 7 days of the notification of postponement.

Gippsland & Peninsula RPG 2024 Welsh & Performance Show Program

OPEN BREED PONY (Must be registered with pony breed society)

- 82. Colt & Gelding Yearling
 - 83. Filly Yearling
 - 84. Colt & Gelding - 2 & 3 years old
 - 85. Filly 2 & 3 years old
 - 86. Gelding – 4 years & over
 - 87. Mare – 4 years & over
 - 88. Stallion – 4 years & over
- Champion and Reserve

OPEN BREED PONY

SUPREME OTHER BREEDS

(Classes 68-88 & 129-149 eligible)

To be judged at completion of all other breeds classes in Rings 2 & 3.

PART WELSH

- 89. Colt Yearling
 - 90. Colt 2 & 3 year old
- Champion and Reserve Colt

- 91. Filly Yearling
 - 92. Filly 2 year old
 - 93. Filly 3 year old
- Champion and Reserve Filly

- 94. Gelding Yearling
 - 95. Gelding 2 year old
 - 96. Gelding 3 year old
- Champion and Reserve Gelding

SUPREME CHAMPION PART WELSH

WELSH MOUNTAIN PONIES

- 97. Colt Yearling
 - 98. Colt 2 year old
 - 99. Colt 3 year old
- Champion and Reserve Colt

- 100. Filly Yearling
 - 101. Filly 2 year old
 - 102. Filly 3 year old
- Champion and Reserve Filly

SUPREME CHAMPION

WELSH MOUNTAIN PONY

WELSH PONIES

- 103. Colt Yearling
 - 104. Colt 2 year old
 - 105. Colt 3 year old
- Champion and Reserve Colt

- 106. Filly Yearling
 - 107. Filly 2 year old
 - 108. Filly 3 year old
- Champion and Reserve Filly

SUPREME CHAMPION WELSH PONY

WELSH PONIES OF COB TYPE

- 109. Colt Yearling
 - 110. Colt 2 & 3 year old
- Champion and Reserve Colt

- 111. Filly Yearling
 - 112. Filly 2 year old
 - 113. Filly 3 year old
- Champion and Reserve Filly
- ### **SUPREME CHAMPION WELSH PONY OF COB TYPE**

WELSH COBS

- 114. Colt Yearling
 - 115. Colt 2 & 3 year old
- Champion and Reserve Colt

- 116. Filly Yearling
 - 117. Filly 2 year old
 - 118. Filly 3 year old
- Champion and Reserve Filly
- ### **SUPREME CHAMPION WELSH COB**

GELDINGS

- 119. Yearling Gelding of Sec A Breeding
 - 120. 2 year old Gelding of Sec A Breeding
 - 121. 3 year old Gelding of Sec A Breeding
- Champion and Reserve Gelding of Section A Breeding

- 122. Yearling Gelding of Sec B Breeding
 - 123. 2 year old Gelding of Sec B Breeding
 - 124. 3 year old Gelding of Sec B Breeding
- Champion and Reserve Gelding of Section B Breeding

- 125. Yearling Gelding of Sec C Breeding
 - 126. 2 & 3 yo Gelding of Sec C Breeding
- Champion and Reserve Gelding of Section C Breeding

- 127. Yearling Gelding of Sec D Breeding
 - 128. 2 & 3 yo Gelding of Sec D Breeding
- Champion and Reserve Gelding of Section D Breeding

SUPREME CHAMP JUNIOR GELDING BEST YOUNGSTOCK

RING 3 : Commences 10.00am

Judge : Darrell Owen

OTHER BREEDS CLASSES

COLOURED PONY (Must be registered with relevant breed or colour society)

- 129. Colt & Gelding Yearling
 - 130. Filly Yearling
 - 131. Colt & Gelding - 2 & 3 years old
 - 132. Filly 2 & 3 years old
 - 133. Gelding – 4 years & over
 - 134. Mare – 4 years & over
 - 135. Stallion – 4 years & over
- Champion and Res **COLOURED PONY**

ROAN PONY (Must be registered with relevant breed or colour society)

- 136. Colt & Gelding Yearling
- 137. Filly Yearling
- 138. Colt & Gelding - 2 & 3 years old
- 139. Filly 2 & 3 years old

- 140. Gelding – 4 years & over
 - 141. Mare – 4 years & over
 - 142. Stallion – 4 years & over
- Champion and Reserve **ROAN PONY**

SHETLAND (Must be registered with APSB)

- 143. Colt & Gelding Yearling
 - 144. Filly Yearling
 - 145. Colt & Gelding - 2 & 3 years old
 - 146. Filly 2 & 3 years old
 - 147. Gelding – 4 years & over
 - 148. Mare – 4 years & over
 - 149. Stallion – 4 years & over
- Champion and Reserve **SHETLAND**

SUPREME OTHER BREEDS (Classes 68-88 & 129-149 eligible)

To be judged at completion of all other breeds classes in Rings 2 & 3.

LED WELSH HUNTER (Part Welsh In-Eligible)

- 150. Mare/Filly/Gelding of Sec A breeding
- 151. Mare/Filly/Gelding of Sec B breeding
- 152. Mare/Filly/Gelding of Sec C breeding
- 153. Mare/Filly/Gelding of Sec D breeding
- 154. Stallion or Colt

CHAMPION & RESERVE LED WELSH HUNTER

WELSH LEADING REIN/FIRST RIDDEN PONY (Part Welsh In-Eligible)

- 155. Welsh Leading Rein Pony – 12hh & under, Rider 3 yrs & under 8 yrs
- 156. Welsh First Ridden Pony – 12.2hh & under, Rider 5yrs & under 12 yrs.

CHAMPION & RESERVE WELSH LEADING REIN/FIRST RIDDEN PONY

CHILDREN'S RIDDEN WELSH (Part Welsh Ineligible)

Rider 5 Yrs & under 18yrs. Ponies to be Judged on their suitability as a Child's Ridden Pony

- 157. Welsh Mare, Filly, Gelding, over 13hh
- 158. Welsh Mare, Filly, Gelding, over 12hh & ne 13hh
- 159. Welsh Mare, Filly, Gelding, ne 12hh

CHAMPION & RESERVE RIDDEN WELSH CHILD'S PONY

RIDDEN WELSH

- 160. Section A, B, C, D Colt or Stallion
 - 161. Section A Mare, Filly or Gelding
 - 162. Section B Mare, Filly or Gelding
 - 163. Section C Mare, Filly, Gelding
 - 164. Section D Mare, Filly or Gelding
- Champion & Reserve **CHAMPION RIDDEN WELSH**

(CHAMPION RIDDEN WELSH TO BE AWARDED THE WPCSA MEDAL)

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RIDDEN PART WELSH

165. Ridden Part Welsh Stallion or Colt
166. Ridden Part Welsh
Mare, Filly, Gelding n/e 12.2hh
167. Ridden Part Welsh Mare,
Filly, Gelding over 12.2hh n/e 14hh
168. Ridden Part Welsh Mare,
Filly, Gelding over 14hh

CHAMPION & RESERVE CHAMPION RIDDEN PART WELSH

RIDDEN WELSH HUNTERS

(Part Welsh Ineligible)

169. Mare/Filly/Gelding of Sec A breeding
170. Mare/Filly/Gelding of Sec B breeding
171. Mare/Filly/Gelding of Sec C breeding
172. Mare/Filly/Gelding of Sec D breeding
173. Stallion or Colt

CHAMPION & RESERVE

RIDDEN WELSH HUNTER

RING 4 : Commences 10:30am

Judge : Peter Harkness

OPEN LED

174. Open Led Pony – 12.2hh & Under
175. Open Led Pony –
Over 12.2 & ne 14hh
176. Open Led Galloway –
Over 14hh & ne 15hh
177. Open Led Hack – Over 15hh

CHAMPION & RESERVE CHAMPION

OPEN LED

OPEN SHOW HUNTER - LED

178. Led Pony – 12.2hh & Under
179. Led Pony – Over 12.2hh & NE 14hh
180. Led Galloway – Over 14hh & NE 15hh
181. Led Hack – Over 15hh

CHAMPION & RESERVE CHAMPION

OPEN SHOW HUNTER LED

RIDDEN NOVICE

182. Novice Ridden Pony –
12.2hh & Under
183. Novice Ridden Pony –
Over 12.2 & NE 14hh
184. Novice Ridden Galloway –
Over 14hh & NE 15hh
185. Novice Ridden Hack – Over 15hh

BEST NOVICE RIDDEN

OPEN LEADING REIN/FIRST RIDDEN PONY

186. Open Leading Rein Pony – 12hh &
under, Rider 3 yrs & under 8 yrs
187. Open First Ridden Pony – 12.2hh &
under, Rider 5yrs & under 12 yrs.

Champion & Reserve Open Leading
Rein/First Ridden Pony

OPEN CHILDREN'S RIDDEN

*Rider 5 Yrs & under 18yrs. Ponies to be
judged on their suitability as a Child's*

Ridden Pony

188. Mare, Filly, Gelding, over 13hh
189. Mare, Filly, Gelding,
over 12hh & ne 13hh
190. Mare, Filly, Gelding, ne 12hh

CHAMPION & RESERVE OPEN RIDDEN CHILD'S PONY

OPEN RIDDEN

191. Ridden Pony – 12.2hh & under
192. Ridden Pony –
Over 12.2hh & ne 14hh
193. Ridden Galloway –
Over 14hh & ne 15hh
194. Ridden Hack – Over 15hh

CHAMPION & RESERVE CHAMPION

OPEN RIDDEN

OPEN SHOW HUNTER RIDDEN

195. Ridden Pony – 12.2hh & under
196. Ridden Pony –
Over 12.2hh & ne 14hh
197. Ridden Galloway –
Over 14hh & ne 15hh
198. Ridden Hack – Over 15hh

CHAMPION & RESERVE CHAMPION

OPEN SHOW HUNTER RIDDEN

JUNIOR HANDLER & FUN RING

199. Handler – Under 12 yrs
200. Handler – 12 to Under 18 yrs
201. Fancy Dress – Under 18 yrs (8yo &
under maybe led)

RING 5 : HARNESS

Commences 8:00am

Judge : Peter Harkness

OPEN HARNESS HORSES & PONIES.

*(Must be breed or Harness Carriage
Driving Assoc registered).*

202. Viceroy Turnout
203. Jinker/Buggy (2 Wheel) Turnout
Champion & Reserve Turnout
204. Horse over 14.2hh
205. Pony over 12.2hh and n.e.14.2hh
206. Pony over 10.2hh and n.e.12.2hh
207. Shetland or miniature horse or pony
10.2hh and under
Champion & Res Driven Horse or Pony
208. Pleasure Pony or Horse
209. Driver

WELSH HARNESS

210. Driven Section A Mare/Gelding
211. Driven Section B Mare/Gelding
212. Driven Section C or D Mare/Gelding
213. Driven Section A B C D Stallion
Champion & Res Welsh Harness Exhibit
213. Driven Part Welsh Mare/Gelding
215. Driven Part Welsh Stallion
Champion & Reserve
Part Welsh Harness Exhibit

RING 6 : (To be Judged at completion of all other rings) \$20 per entry

Judges: Jenni Cesnik & Darrell Owen

AUSTRALIAN WELSH & PART WELSH RIDDEN CHAMPIONSHIP QUALIFIER

All ARC entries including the Mini Championships classes are to be made

via the online entry system at vaws.com.au

RIDDEN WELSH

216. Welsh Mountain Pony – Stallion Mare or Gelding
217. Welsh Pony – Stallion Mare or Gelding
218. Welsh Pony of Cob type – Stallion Mare or Gelding
219. Welsh Cob – Stallion Mare or Gelding

CHAMPION WELSH

RESERVE CHAMPION WELSH

RIDDEN PART WELSH

220. Part Welsh NE 12.2hh Stallion, Mare or Gelding
221. Part Welsh 12.2hh – NE 13.2hh Stallion, Mare or Gelding
222. Part Welsh 13.2hh – NE 14.2hh Stallion, Mare or Gelding
223. Part Welsh over 14.2hh Stallion, Mare or Gelding

CHAMPION PART WELSH

RESERVE CHAMPION PART WELSH

Class MC1 Welsh Leading Rein

Class MC2 Open Leading Rein

Class MC3 Welsh First Ridden

Class MC4 Open First Ridden

Mini Champion (1st & 2nd from Classes MC1 – MC 4 eligible)

Runner Up Mini Champion

Risk Warning and Waiver of Liability

Name of Provider ¹		
Address of Provider	State	Postcode
Name of Participant		
Address of Participant	State	Postcode

The following pages affect your legal rights and obligations. Please read these carefully and only sign if you fully understand their contents. For Participants under 18 years of age, these documents must be completed by a parent or legal guardian.

Description of Activities² :

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Risk Warning

I am aware that by my participation in any activities arranged by the Provider, certain risks or dangers may occur which could include:

- Physical, bodily or psychological injury or death.
- Physical exertion to which I am not accustomed.
- Failure of equipment or use of inadequate equipment.
- There may be no or inadequate facilities for treatment or transport to treatment if I am injured.
- The conditions in which the activities are conducted may vary without warning.
- I may cause injury to other persons and/or other persons may cause injury to me.
- I may be injured or die due to the negligence, breach of contract or breach of statutory duty or guarantee of the provider.

I acknowledge that the activities are being undertaken for the purposes of recreation, enjoyment or leisure, and involve a significant degree of risk of physical harm.

I acknowledge that the Activity may be undertaken with one or more other persons as part of a group and that the Provider is not liable for the actions of other participants in the group activity.

By signing below, I acknowledge, agree and understand that the risks associated with the Activities and/or recreational services have been explained to me. I undertake any such risk voluntarily and at my own risk.

I acknowledge that the risk warning above constitutes a "risk warning" in accordance with the Civil Liability Act 2002 (NSW) and the Civil Liability Act 2002 (WA).

¹Provider includes the officers, employees, agents, contractors, franchisees and assigns of the Provider.

²Activities includes all activities and services ancillary to or associated with the named Activity, both before and after the Activity, including transportation to and from the location of the Activity whether provided by the Provider or not, briefings, inductions, training, and the provision of information in all manuals, safety guidelines and other documentation provided to or made available to the Participant with respect to the Activity, familiarisation with clothing or equipment and methods of operation of equipment and the wearing and removal of any clothing or equipment associated with the Activity. Unless otherwise specified, a reference to an Activity is a reference to a recreational service or a recreational activity as defined in relevant legislation referred to herein.

Participant's Warranties

I agree to abide by any of the Provider's rules, and any direction or instruction given to me by the Provider during the course of the Activities. I agree to use and/or wear any equipment given to me by the Provider.

I declare that I am medically and physically fit and able to participate in the Activities. I acknowledge that I must, and agree that I will, disclose any pre-existing medical or other condition, injury or concern that may affect the risk that either I or any other person will suffer injury, loss or damage during the course of the Activities and notify the Provider of any injuries, illness or concerns that may arise during the Activity. I will not engage in any reckless, negligent or foolish behaviour or any other behaviour that is likely to cause injury to me, any other participant or person.

I agree that if I suffer any injury or illness, the Provider may provide evacuation, first aid and/or medical treatment at my expense and that my acceptance of these terms and conditions constitutes my consent to such evacuation, first aid and/or medical treatment.

I declare that I have not consumed any alcohol or mind altering substance, or medication that may impact my judgement or physical capacity, before or at the time of engaging in the Activities.

Exclusion of liability

I agree to and unconditionally release, waive, discharge and forever hold harmless, the Provider or any of its employees, agents, directors or officers, from any claims as a result of any personal injury sustained, whether caused by the Provider's negligent act or wilful act or omission, breach of contract, breach of statutory duty, error, or otherwise in connection with or arising out of the Activities.

I agree that the Provider will not be liable for any claims for personal injury that may be brought against it as a result of or in connection with any act, omission, default, failure or error on the part of the Provider, and agree to indemnify and keep indemnified the Provider in respect of any such claims.

Waiver

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

For Queensland, New South Wales, Western Australia, Tasmania, Northern Territory and Australian Capital Territory and Commonwealth

By signing this form, you agree that the liability of the Provider in relation to the activities (as defined by the Competition and Consumer Act 2010 (Cth), the Consumer Affairs and Fair Trading Act (NT) and the Australian Consumer Law) and recreational activities (as defined by the Civil Liability Act 2002 (NSW) and the Civil Liability Act 2002 (WA)) for any:

- Deaths;
- Physical or mental injuries (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 in relation to an individual:
 - That is or may be harmful or disadvantageous to you or the community; or
 - That may result in harm or disadvantage to you or 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 the recreational services or recreational activities is excluded.

You acknowledge and agree that the above provision operates to exclude the liability of the Provider as a result of a breach of an express or implied warranty that the recreational services will be rendered with reasonable care and skill in accordance with section 5J of the *Civil Liability Act 2002* (WA) and section 5N of the *Civil Liability Act 2002* (NSW).

For South Australia

Exclusion, restriction or modification of rights under the Australian Consumer Law (SA)

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 services³), there is—

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

Excluding, restricting or modifying your rights:

Under section 42 of the *Fair Trading Act 1987*, 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 injury.⁴

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 [the Provider] 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.

Further information:

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

³Recreational 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.

⁴Personal injury is bodily injury and includes mental and nervous shock and death.

For Victoria

Warning under the Australian Consumer Law And Fair Trading Act 2012 (Vic)

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

- Are rendered with due care and skill; and
- Are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- Might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the *Australian Consumer Law and Fair Trading Act 2012*, 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 *Australian Consumer Law and Fair Trading Act 2012* 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**, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair Trading Regulations 2012 and section 22(3)(b) of the *Australian Consumer Law and Fair Trading Act 2012*.

Agreement to exclude, restrict or modify your rights:

I agree that the liability of the Provider 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.

Declaration and Signature

I have read carefully and understand this risk warning and waiver of liability and sign it freely and voluntarily without inducement of any kind.

Signature of Participant: Date:

Signature of Witness Date:

For Participants under age 18

This is to certify that I, as a parent/guardian with legal responsibility for the Participant, acknowledge, understand and accept all of the above and consent to his/her release as provided above. I release and agree to indemnify and hold harmless the Provider from any and all liabilities arising from my minor child's involvement or participation in the Activities and/or recreational services, even if arising from the negligence of the Provider.

Signature of Legal Guardian: Date:

Name (Print):

Signature of Witness Date: