



Riding for the Disabled Association (NSW)

Consent Form for Participants WITHOUT A DISABILITY (Able Bodied Rider)

Note: All forms must be completed and submitted before commencing riding.
All sections must be completed before we can consider an applicant.
A rider's records must be kept for seven (7) years and if under the age of 18 years, for seven (7) years once the rider turns 18 years of age, whichever is the later

Centre _____ **Date:** / /

All potential participants, or their responsible parent, guardian or legal advocate must have read and signed that they have understood all sections of the participation form and ensure it is fully completed.

RDA (NSW) has a duty of care to all participants and as part of that duty, each participant must complete a Consent form and pay the RDA (NSW) Rider registration fee, as part of the registration process, prior to acceptance for entry into the program.

RDA (NSW) Privacy Statement

RDA (NSW) is committed to protecting the privacy of its clientele and volunteers and adheres to the National Privacy Act (amended) 2012. It only collects information necessary to carry out its work. Once the consent form is processed, it will be filed securely, and accessible only to RDA (NSW) coaches and authorised personnel at the Centre. It will not be used for any other purpose and is accessible to the participant and parent/guardian at their request.

Participant Information

Name _____
Address _____
_____ Post code _____ Telephone _____
Mobile _____ Email _____
Height (cm) _____ Weight (kg) _____ DOB _____
Member of Ambulance service/Ambulance insurance cover? Yes ☐ No ☐
Membership No. _____ Active Kids No. (if applicable)
Member of Ambulance service/Ambulance Insurance cover Yes/No
Name of fund: Membership No.

Emergency Contact

Name (please print) _____
Address _____
Post code _____
Telephone: Home _____ Work _____ Mobile _____
Email _____
Relationship to Participant _____

Medical details

I have or have had a medical condition or disability (eg physical, intellectual, psychiatric or behavioural) that may affect my ability to participate in riding (please tick). Yes ☐ No ☐

If yes, please state the nature of the disability or medical condition. You may be required to complete and submit an RDA (NSW) Medical Consent and Information Form signed by a medical practitioner.

Risk Warning

I give permission for (name of participant) to participate in RDA (NSW) programs.

I am aware that 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).

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.

I understand that RDA (NSW) retains the right to refuse any person entry to any RDA (NSW) activity if it is reasonably believed that participation may be detrimental to the potential applicant, the coaches, helpers and/or horses.

Note: Each Centre determines the safe weight bearing capacity of their horses.

RDA (NSW) coaches may need further information about a participant's medical condition, in addition to the information on the form. I agree to the release of information about the participant's medical condition on the understanding that such information will only be used to help the participant to gain more benefits from RDA (NSW) activities.

I understand it is the participant's responsibility to inform the RDA (NSW) coach in writing of any new or changes to their medication that may impact on their ability to participate in an RDA (NSW) programme.

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:

- (a) Deaths;
- (b) Physical or mental injuries (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 behaviour, course of conduct or state of affairs in relation to an individual:
 - (i) That is or may be harmful or disadvantageous to you or the community; or
 - (ii) 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).

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: _____

I agree that any photograph taken of the above-named participant taking part in an RDA (NSW) program may be used to further the objectives of RDA (NSW) generally or of this Centre in particular.

Social Media YES/NO TV YES/NO Print Media YES/NO Website Yes/No
Signature **Date**

