

QUEENSLAND CHAMBER OF AGRICULTURAL SOCIETIES INC

**THIS DOCUMENT IS A NO DUTY OF CARE RISK WARNING
THIS DOCUMENT IS A WAIVER OF DUTY OF CARE**

Event Name (Subsequently referred to as "the Event"): **BEAUDESERT SHOW**

Event Date: **6TH & 7TH SEPTEMBER**

Participant Name:	Participant Date of Birth:
Participant Address:	Participant Contact Number:
Participant Email:	

Please refer to Section "E" for Bulk Signatory Information i.e more than one family member, school, group.

Section A - Supplier's statements about risk and duty of care

Queensland Chamber of Agricultural Societies Inc and Beaudesert Show Society (together the Suppliers) advise as set out below.

The handling of animals is a dangerous recreational activity as animals can act in a sudden and unpredictable way, especially when frightened or hurt.

Participation (including passive participation) in animal handling and/or physical competitions and/or Events at an agricultural show and/or use of the Suppliers' facilities contain elements of risk, both obvious and inherent.

Physical competitions and activities, Events and use of the Suppliers' facilities are all dangerous recreational activities.

This document is a risk warning for the purpose of the Civil Liability Act (2003) QLD and Australian Consumer Law.

Any and all warranties, conditions and guarantees in relation to the competitions and activities, Events and use of Suppliers' facilities which are implied by Australian Consumer Law are excluded to the fullest extent permitted by law.

This risk warning is given by or on behalf of the Suppliers.

This document acts as an exclusion of liability under the Civil Liability Act (2003) QLD if the services supplied by the Suppliers are supplied without reasonable care and skill.

Section B - Participant's acknowledgements

By signing this document, I acknowledge that:

Participation in the Event and/or use of the Suppliers' facilities is a recreational activity for the purposes of the Civil Liability Act (2003) QLD and Australian Consumer Law

1. I participate in the Event and/or use of the Suppliers' facilities at my own risk.
2. Participation in the Event and/or use of the Suppliers' facilities is a hazardous activity and involves a significant risk of physical harm and may result in injury, loss, damage or death to me and others.
3. Participation in the Event and/or use of the Suppliers' facilities 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 and/or use the Suppliers' facilities.
4. Animals can act in sudden and unpredictable ways, especially if frightened or hurt, or if exposed to loud or unfamiliar noises.
5. The Event will be held in close proximity to rides and large groups of people and there may be loud and unfamiliar noises which can frighten animals used in the Event.
6. 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.
7. Insects or other animals may cause animals used in the Event to become frightened and act in an unpredictable way.
8. In handling animals, there is a risk of suffering injury including injuries caused by the animals.
9. I am responsible for ensuring that I have and will wear equipment suitable for my safety in my participation of the Event and/or in using the Suppliers' facilities.
10. I am responsible for the condition of any tools and equipment and ensuring that they are appropriate for the Event and/or in using the Suppliers' facilities.
11. I use the Suppliers' facilities, including 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, both obvious and inherent.
12. At the time of participating in the Event and/or in using the Suppliers' facilities, I will not to any degree be under the influence of alcohol or illicit drugs.
13. I will not consume any alcohol or illicit drugs while participating in the Event and/or in using the Suppliers' facilities and agree that such use may result in my being excluded from the Event and/or from using the Suppliers' facilities with no entitlement to any refund of money paid to the Suppliers for entry.
14. I agree to be bound by the rules and guidelines of the Suppliers as varied from time to time.

Section C - Participant's acceptance of risk & no duty of care & waiver of rights

1. I acknowledge and agree that my participation in the Event and any associated activities and/or my use of the Supplier's facilities is dangerous and may have obvious and/or inherent risks as a result of which personal injury (and sometimes death) may occur.
2. I acknowledge that my participation in the Event and any associated activities and/or my use of the Supplier's facilities carry with them a significant risk of physical harm.
3. I accept and assume all risks of personal injury or death in anyway whatsoever arising from my participation in the Event and any associated activities and/or my use of the Supplier's facilities.
4. I waive my individual right to sue the Suppliers for all claims I may have for such personal injury or death against the Suppliers in any way whatsoever arising from or in connection with my participation in the Event and any associated activities and/or my use of the Supplier's facilities.
5. If I suffer personal injury or death while participating in the Event and/or from my use of the Supplier's facilities, I will not hold the Suppliers, their employees or agents legally responsible for any personal injury or death I suffer.
6. I will not sue the Suppliers, their employees or agents for any claims, actions, costs, damages or liability.
7. I release the Suppliers and their employees from legal responsibility for the services I have been provided and/or activity I have participated in, including the Event.

Section F – Horse Health Declaration & Movement Entry Form.



Queensland Ag Shows

Biosecurity Horse Health Declaration/Movement Record

Name of Event/Activity: _____ Date: _____

OWNER OR PERSON IN CHARGE OF HORSE/S					
FULL NAME:					
HOME ADDRESS:					
POSTAL ADDRESS:					
EMAIL:					
PHONE:	MOBILE:				
PROPERTY OF ORIGIN OF HORSE/S					
FULL ADDRESS: (if different to above)					
PIC NUMBER: (Property Identification Code)					
Event PIC NUMBER: (Property Identification Code)					
Destination PIC NUMBER: (Property Identification Code) (If not returning to original PIC nominated above)					
DETAILS OF ALL HORSES BEING BROUGHT ONTO THE GROUNDS (USE ADDITIONAL SHEETS AS REQUIRED)					
CLASS NO.	REGISTERED NAME	SEX	MICROCHIP/BRAND	CURRENT HWV Yes/No	ENTRY FEE \$

ENTRY FEES MUST ACCOMPANY THIS FORM. ENCLOSED TOTAL: \$ _____
 Are horses being stabled overnight at this event? YES NO

Declaration by owner or person in charge of horse/s attending:

I, _____ declare that the horse/s named above has/have been in good health, eating normally and not shown signs of illness during the last 3 days leading up to this event. I give my authorisation for the Event Organising Committee/Manager to call for veterinary inspection of the horse/s named above and in my care should they be showing signs of illness at any time during the course of the event. I agree to pay any veterinary fees incurred for the above mentioned horses as a result of this veterinary examination.

I AGREE TO ENSURE THAT PRIOR TO ARRIVAL:

- All horses will be shampooed, rinsed and allowed to dry, and their hooves will have been picked clean of all solid material and washed with shampoo.
- All vehicles and equipment accompanying the animals will be cleaned to remove all solid material that could contain disease agents, and then disinfected.

I FURTHER DECLARE THAT:

- The information contained in this Biosecurity Declaration and Movement Record is true and correct to the best of my knowledge.
- I agree to abide by all conditions that may be imposed at any time by the Event Organising Committee/Manager. I also agree to abide by and accept the regulations as printed in the schedule and make these entries subject to such regulations and rules of the committee.
- I acknowledge that in failure to comply, I may be directed to leave and my nominations will be forfeited.
- I acknowledge that decontamination and disinfection procedures may be required of me if instructed by the Event Organising Committee/Manager.
- All horses described above are free of cattle ticks before entering the event.
- I acknowledge that there is a possibility that horses might become infected with disease agents as a result of any movements and if necessary animals and premises will be placed on a restricted list in accordance with any Legislation covering such occurrences including policies and procedures in effect at that time. I agree and acknowledge that the Manager/Event Organising Committee, it's State or National Affiliated bodies and their members are not in any way liable for any cost, expense, loss, damage, claim, action, proceeding or other liability incurred by or made against me as a result of any movement of horses to the Event/Farm.

PLEASE COMPLETE THE CATTLE TICK RISK MINIMISATION REQUIREMENTS

State the cattle tick risk minimisation requirements that have been met for horse/s entering the Event/Activity

<input type="checkbox"/>	From Cattle Tick Free Area of Queensland or from interstate
<input type="checkbox"/>	From Cattle Tick Infested Area of Queensland or from Infested Land and the Horse/s has been manually inspected and is tick free
<input type="checkbox"/>	No cattle, deer, bison and buffalo on the property of origin, or
<input type="checkbox"/>	Cattle, deer, bison and buffalo on the property of origin but horse/s isolated from other animals.
<input type="checkbox"/>	From Cattle Tick Infested Area of Queensland or from Infested Land and the Horse/s has been manually inspected and is tick free and have received a Chemical treatment
	Treatment: _____ Method of Treatment: _____ Date: _____ (Chemical used) (Spray)
<input type="checkbox"/>	From Cattle Tick Infested Area of Queensland or from Infested Land and the Horse/s is stable and groomed and must: <ul style="list-style-type: none"> Be led and tractable Be manageable Have been groomed regularly (daily) for a period of 35 days At all times, be kept a minimum of 10 metres from the nearest cattle, deer, bison and buffalo.

Signature _____

Date _____

NOTE: It is recommended to keep a copy of this form by the owner or person in charge of horse/s and event committee for a minimum of 5 years.