



WEST COAST RODEO CIRCUIT

PO Box 66, Bullsbrook WA 6084 (08)9571-1267

ABN 80 327 543 583

MEMBERSHIP FORM

COMPETITON MEMBERSHIP =

SEPTEMBER 2009 – JUNE 2010 \$80

PRACTICE MEMBERSHIP = JANUARY - DECEMBER 2009 \$150

NAME: MEMBERSHIP NO:

MEMBERSHIP - \$80.00 _____ PRACTICE - \$150.00 _____ DAY MEMBERSHIP - \$10 _____

POSTAL ADDRESS:

EMAIL ADDRESS: PHONE NO:

RISK WARNING, WAIVER & INDEMNITY FOR RODEO & PRACTICE ACTIVITIES

For the purpose of this document:-

- (a) "Cattle" means bulls, steers, calves and cows;
- (b) "Rodeo Practice Activities" mean any activities undertaken whilst practicing Rodeo events including, but not limited to Cattle Riding, Clowning, Team Roping, Steer Undecorating, Steer Wrestling, Breakaway Roping, Barrel Racing, Calf Roping and Tying, Saddlebronc Riding, Bareback Riding and spectating;
- (c) "The WCRC" shall mean the West Coast Rodeo Circuit, or its President, Committee Members, Secretary, Servants, Agents or Assigns, whichever is applicable;
- (d) "The Occupier" shall mean the registered proprietor/s from time to time of 1607 Neaves Road, Bullsbrook in the State of Western Australia.
- (e) "The Property" shall mean 1607 Neaves Road, Bullsbrook in the state of Western Australia.
- (1) The WCRC has warned me of the risks set out below in the 'Schedule of Risks'.
- (2) I understand that this document represents a *risk warning* for the purpose of Section 51 of the *Civil Liability Act 2002* and I willingly assume the risks outlined in the 'Schedule of Risks' for the purposes of:-
 - (a) Section 5(2) of the *Occupiers Liability Act 1985*, which provides that the occupier of the property does not owe me any duty of care for risks I have willingly assumed.
 - (b) Section 5H of the *Civil Liability Act 2002*, which provides that the WCRC is not liable for harm suffered by a person whilst they are engaged in a dangerous recreational activity.
 - (c) Section 51 of the *Civil Liability Act 2002 (WA)*, on behalf of any child that I bring to the property for which I am a parent or guardian.

Please turn over

(3) In signing this document, I understand that I HEREBY FORFEIT THE LEGAL RIGHT TO SEEK COMPENSATION in the event I suffer loss, whether by personal injury, or property damage, or any other damage, whilst participating in any Rodeo Practice Activities at the Property.

'SCHEDULE OR RISKS'

(4) I acknowledge that I have been advised of the following:-

- (a) Horses and cattle are, by their nature, unpredictable and potentially harmful to me whilst I am participating in Rodeo Practice Activities.
- (b) The presence of dogs, horses, cattle, sheep and other farm animals (alone or grouped), motor vehicles including motor cycles, tractors, farm machinery and equipment whether operational or not, horse floats, wildlife, dry, wet or extreme weather conditions, other riders and their horses, rails, poles, fences, gates and other Rodeo training or general farm equipment can increase the risk of property damage, personal injury or death to me and/or my horse.
- (c) Because of the risks set out above, I will be exposed to serious personal injury or death.

(5) In return for permitting me to participate in Rodeo Practice Activities conducted on the property, I agree with the WCRC and the Occupier that each time I participate in the Rodeo Practice Activities:-

- (a) I do so at my own risk.
- (b) The WCRC and the Occupier will not be liable for any harm (as defined by Section 3 of the Civil Liability Act 2002 (WA) to me or for the death of or injury to my horse because of:-
 - (i) A breach of an express or implied warranty or condition that the activities will be rendered with reasonable care and skill;
 - (ii) A breach of a warranty implied by Section 74 of the Trade Practices Act 1974;
 - (iii) The negligence or default of the WCRC under the general law; or
 - (iv) The realisation of any of the risks outlined in the 'Schedule of Risks'.

(6) I will indemnify the WCRC and the Occupier against all expenses, losses, liabilities, damages and legal costs that it or they sustain or incur by reason of any claim or action by or on behalf of me.

Severability

If any provision of this document is illegal, unenforceable or void by reason of any present or future law, it must be severed, and this document must be construed without it and the remainder given full force and effect.

I ACKNOWLEDGE THAT I HAVE READ THIS DOCUMENT, UNDERSTOOD IT AND THAT BY SIGNING IT, I HAVE SURRENDERED IMPORTANT LEGAL RIGHTS.

DATED THISDAY OF2009

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PARTICIPANTS SIGNATURE WCRC SIGNATURE PARENT/GUARDIAN SIGN