

RIDING FOR THE DISABLED ASSOCIATION – CARINE CONSENT TO PARTICIPATE



Copies of this form are to be kept by: 1. The Centre 2. The State Office 3. The applicant
and may be requested at any time to be sent to Riding for Disabled Association of Australia Limited (RDAA)

I [insert name] of
..... [insert address]

hereby apply for membership of Riding for the Disabled Association of Australia Limited (RDAA) and provide my written consent to participate in RDA Activities. In so applying and in consideration of my application for membership being accepted I **acknowledge and agree** that:

- 1 **“RDAA”** for the purposes of this membership application and declaration means and includes the Riding for the Disabled Association of Australia Limited, its Member States and Territories and Centre Members and where the context so permits, their respective directors, officers, members, servants or agents.
- 2 **If accepted I will be a member of *Riding for the Disabled Association of Western Australia – Carine Group Inc.***
- 3 **This document cannot be amended.** If I do amend it, my application will be null and void. It cannot be accepted by RDAA.
- 4 **Insurance** is in place that provides limited cover to me whilst I am performing or participating in any authorised or recognised RDAA activity (**“ RDAA Activity”**). (*For insurance details contact RDA National Office.*) I can, in my own interests, seek and obtain personal insurance over and above the cover provided by RDAA.
- 5 **The RDAA Constitution** is a contract between me and RDAA. I will be bound by it and any By-Laws made under it. It is necessary and reasonable for promoting RDAA and Riding for the Disabled. For the avoidance of doubt, I acknowledge and agree to comply with the Constitutions and By-Laws of RDAA, my Member State and my Centre, if my application is accepted. Where there is any inconsistency between the constitutions of RDAA, the States or Centres, the Constitution of RDAA will prevail.
- 6 **Warning:** Riding (including but not limited to recreational and therapeutic riding) can be inherently dangerous. Serious accidents can and often do happen which may result in me being injured or even killed. I have voluntarily read and understood this warning and accept and assume the inherent risks in riding (including but not limited to recreational and therapeutic riding, carriage driving and vaulting).
- 7 **Exclusion of Liability:** Except where provided or required by law and such cannot be excluded, I agree that it is a term of my membership (if accepted) that RDAA is absolved from all liability however arising from injury or damage however caused (whether fatal or otherwise) arising out of my membership and/or participation in any RDAA Activity. I acknowledge that the services and benefits I receive under my membership are “recreational services” as defined under the *Trade Practices Act 1974*. Where I am a consumer, as defined by any relevant law, certain terms and rights may be implied into a contract for the supply of goods or services for my benefit. I acknowledge that these terms and rights, and any liability of RDAA flowing from them, are expressly excluded, restricted or modified by these membership terms and conditions.
8. **Release and Indemnity:** In consideration of RDAA accepting my application for membership I:
 - (a) release and forever discharge RDAA from all Claims that I may have or may have had but for this release arising from or in connection with my membership and/or participation in any RDAA Activity; and

(b) Indemnify and hold harmless RDAA to the extent permitted by law in respect of any Claim by any person including but not only another Member of RDAA arising as a result of or in connection with my membership and/or participation in any RDAA Activity. In this **clause 8 "Claims"** means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising but does not include a claim in respect of any action, suit, made by any person entitled to make a claim under a relevant RDAA insurance policy or any personal insurance held by the member.

9 Fitness to Participate: I declare that I am and must continue to be medically and physically fit and able to participate in any RDAA Activity within my range of abilities. I am not and must not be a danger to myself or to the health and safety of others and safety of RDA Carine horses and ponies. I will immediately notify RDAA in writing through my Centre Member or Member State of any change to my fitness and ability to participate. I understand and accept that RDAA will continue to rely upon this declaration as evidence of my fitness and ability to participate. I acknowledge that if I have or have had any medical condition or disability (eg. physical, intellectual, psychiatric or behavioural) I am required to submit with this application a medical consent form completed by a medical practitioner. Further, I acknowledge that RDAA may in its reasonable discretion require me to provide a medical consent form completed by a medical practitioner even if I have declared that I do not have or have not had a medical condition or disability.

10 Medical Treatment: I consent to receiving any medical treatment that RDAA considers necessary or desirable during a RDAA Activity. I also agree to reimburse RDAA for any costs or expenses incurred in providing me with medical treatment.

11 Privacy: I understand that the information I have provided overleaf is necessary for the objects of RDAA. I acknowledge and agree that the information will be disclosed by my Centre Member to the Member State and RDAA and will only be used for the objects of RDAA and to provide me with membership services. I understand that I will be able to access my information through my Centre Member and/or Member State. If the information is not provided my membership application may be rejected.

12 Copyright in photographs and right to use: I acknowledge and consent to photographs being taken of me during my participation in RDAA Activities. I acknowledge that the photographs are owned by RDAA. RDAA may use the photographs for promotional or other purposes without my further consent being obtained. I can withdraw my permission at any time.

I warrant that all information provided is true and correct.

I have read, understood, acknowledge and agree to the above declaration including the warning, exclusion of liability, release and indemnity. I acknowledge that if my application for membership is successful I will be entitled to all benefits, advantages, privileges and services of RDAA membership.

Signed: Date:

Where the applicant is under 18 years of age or cannot provide informed consent this form must also be signed by the applicant's parent or legal guardian.

I,..... am **the parent or guardian** of the applicant

named:..... I expressly agree to be responsible for the applicant's behaviour and agree to personally accept the conditions set out in this application and declaration including the provision by me of a release and indemnity in the terms set out above.

Parent's signature: Date:

(where applicant under 18 y.o or unable to legally sign)