

# ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM

Home Brand Stock and Station Agency Pty Ltd  
ABN 89 163 819 047  
("HBSSA")

## Poker Ranch Sorting ("Event")

**Date:** Wednesday, 30 August 2017 to Friday, 1 September 2017

**Venue:** Toowoomba Showgrounds, Glenvale Road, Toowoomba QLD 4350

**I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING OR ATTENDING THE EVENT** named above, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by HBSSA or any associated entity, or because of their possible liability without fault. I certify that I am physically fit and/or have **not** been advised to **not** participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in the Event.

I acknowledge that this Accident Waiver and Release of Liability Form will be used by the Event holders, sponsors, venue, principal hirer of the grounds and organisers of the Event, and that it will govern my actions and responsibilities at the Event.

In consideration of my application and permitting me to participate in the Event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from the Event.

(B) I INDEMNIFY, HOLD HARMLESS, AND WILL NOT TO SUE the entity and/or persons organising the Event and waive them from any and all liabilities or claims made as a result of participation in the Event, whether caused by the negligence of release or otherwise.

(C) Animals are ridden by me at my risk. HBSSA and associated entities are not responsible for injury, loss or damage resulting from animal behaviour (including behaviour caused by the presence of other animals or participants). In particular, HBSSA and associated entities are not responsible for animal selection by or on behalf of participants (for example, an animal may be unsuitable for a participant by reason of the participant's inexperience or age).

I acknowledge that the Event may test a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, event officials, and event monitors, and/or organisers of the Event, and lack of hydration. These risks are not only inherent to participants, but are also present for volunteers. I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during the Event.

I understand that at the Event I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the event organisers, producers, sponsors and assigns.

The accident waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

**I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.**

NAME

---

SIGNATURE

---

DATE

---