

EFA Day Membership



Persons who wish to participate in horse activity days organised by an EFA-insured club and who are not registered members of this Club, of another EFA-insured club or direct members of the EFA, can do so by way of Day Membership.

The following rules apply:

- The host club must be insured through the EFA Insurance program
- The person must sign the EFA Non-Member Waiver
- The person must pay the appropriate fee set by the EFA National office (which now is \$20 per event, not \$10 per day). The club may charge extra for such entries.
- The club must remit the \$20 per person per event fees collected to the EFA National office.

For the period of the event the non-member is deemed to be a member of the club during such activities for the purposes of participation only.

Protection is afforded to the participant under the club's public liability policy during such activities where they are liable for bodily injury or property damage to others.

By signing the waiver, the participant is giving up substantial rights to sue the EFA-Insured affiliated club and/or the EFA for injuries sustained themselves.

This Day Membership does not give the participant cover under the EFA Personal Accident Insurance scheme.

The completed waiver is to be kept by the club and in the event of a claim, provided upon request by the Insurer as proof of attendance.

If these additional people are not recorded as temporary members several things could happen:

- In the event of a claim, the club may have no record of that person being present on the day and therefore may not be in a position to defend any allegations.
- A claim may be prejudiced should the club be included in legal proceedings as the club may not have paid the correct premium for the exposure.
- Legal action could be instigated against the club and/or committee for failing to ensure all participants held adequate insurance, should an uninsured participant injure a club member or someone else.

The Remittance Advice for non-member applications must be completed and forwarded to the EFA National office with payment upon completion of the event.

Direct EFA members and members of other EFA-insured clubs DO NOT have to pay day membership at any event conducted by an EFA-insured affiliated club. It is up to the club hosting the event and to the participants to ensure that such participants are indeed EFA members or members of an EFA-insured club.

EFA-affiliated clubs that are NOT insured under the EFA Insurance program cannot use EFA Day Membership.

EFA Coaches cannot use EFA Day Membership.

Non-Member Application / Entry Form Release of Waiver of Liability

The Equestrian Federation of Australia
ACN 077 455 755 ABN 19 077 455 755



Participants in Club-organised horse activity days, who are not registered members of an EFA-insured affiliated club or the EFA, are upon completion of this form deemed to be members of the club during such activities for the purposes of participation only. Protection is afforded to the participant under the club's public liability policy during such activities where they are liable for bodily injury or property damage to others. Please note this membership does not provide EFA Personal Accident Insurance and that the club is required to remit \$20 of day membership charges to the EFA National Office.

Full Name of attendee (and of guardian if under 18 years)

.....

Address

State Post Code Date of birth

Horse's name

Event / Activity

Address of Event / Activity

Date(s) of Temporary Membership

Name of club holding Event / Activity

Horse Sports are a Dangerous Activity

In consideration for being permitted to participate in any way in horse sport activities and in particular this event, I, the undersigned, understand, acknowledge and accept that:

Horse sports are a dangerous recreational activity and horses can act in a sudden and unpredictable (changeable) way, especially if frightened or hurt.

There is a significant risk that serious **INJURY** or **DEATH** may result from horse sport activities and in particular this event.

I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of The Equestrian Federation of Australia and/or the event organiser (hereafter referred to as the "Releasees") or others and I **voluntarily PARTICIPATE** at my **OWN RISK** and assume sole responsibility for any injury, death or property damage I may suffer that arises from my participation in horse sport activities.

I understand and acknowledge the dangers associated with the consumption of alcohol or any mind altering drugs before and during the activity and I take full responsibility for any injury, loss or damage associated with their consumption. I agree not to drink alcohol or take drugs prohibited by law before or during this event.

I agree to follow the directions of any event organiser or official and that any misconduct or refusal by me to follow any direction of any organiser or official can result in the **CANCELLATION** of my participation in the event and my immediate removal from my horse **NO MATTER** where that may occur. I understand that any such non-compliance may result in injury, death and/or permanent disability and I agree to indemnify the Releasees against all claims made by any person as a result of my failure to comply.

I agree to wear a helmet at all times whilst participating in the sport where this is required under the relevant EFA and FEI rules and regulations and agree that I am solely responsible for ensuring that whilst participating I wear a suitable helmet at all times where required under the relevant EFA and FEI rules and regulations and take sole responsibility for my actions.

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release and hold harmless and agree not to sue The Equestrian Federation of Australia and/or the event organiser, their officers, officials, volunteers, coaches, agents and/or employees, other participants, sponsoring agencies, sponsors, state bodies, affiliated clubs and if applicable, owners and lessors of premises used to conduct the activities (all of whom are referred to as "Releasees") with respect to any and all injury, disability, death, or loss or damage to person or property, whether caused by the negligence of the releasees or otherwise.

Effect of this Document

I have had sufficient opportunity to read this release of liability and assumption of risk agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without inducement of any kind.

I understand that my signature to this document constitutes a complete and unconditional release of all liability of the Releasees, to the greatest extent allowed by law in the event of me and/or the children under my care, suffering injury or death.

Dated: ___/___/___

Signature of rider _____

For Participants of Minority Age (Under Age 18)

This is to certify that I, as a parent/guardian with legal responsibility for this participant, acknowledge, understand and accept all of the above and consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities arising from my minor child's involvement or participation in horse sport activities and in particular, this event, even if arising from the negligence of the Releasees

Dated: ___/___/___

..... Signature of parent/guardian _____