



Australian Horse Archery Association Inc. New Membership Application Form

2021

(and remainder of 2020)

New Members Only

Email: australianhorsearchery@gmail.com

Web: www.horsearchery.com.au

Name : _____ DOB: _____

Address: _____

_____ Post Code: _____

Email: _____

Mobile: _____ AHAA Branch: _____

Name of Member Proposing: _____ Signature: _____

Name of Member Seconding: _____ Signature: _____

This application is for (please circle): Full Riding Adult \$75.00 Associate* Adult \$20

Full Riding Junior \$60.00 Associate* Junior \$15

* An associate member must be 'associated' to a full member of the AHAA, be it through friendship or family relations. People not having such an association will not be able to get this membership. This is a NON-voting and NON-riding membership.

A junior is classed as being from 7 to 17 years of age. Please see conditions of membership for juniors in the waiver below.

As per Section 9, 2. b) of the Constitution, you are duly informed that The Australian Horse Archery Association Inc. has Public Liability insurance of \$20,000,000.

I am hereby applying for Membership of the Australian Horse Archery Association Inc (AHAA) and agree to abide by the Rules and Regulations of the Association as well as the Code of Conduct. I am also aware that acceptance of my membership is subject to my signing of the Liability Waiver included on my membership application. As a new riding member I also agree to fill in the self-assessment truthfully.

Applicants signature: _____ Date: _____

Parent/Guardian signature: _____ Date: _____

Parent/Guardians name: _____ Mobile: _____

EFT Bank Details: Australian Horse Archery Association
Account Number: 10157146 BSB: 064835 Ref: Member[Name]
Please email payment remittance and completed digitised form to:
australianhorsearchery@gmail.com

Be sure to include all 5 pages of the form, with all pages signed or initialled

AHAA Liability and Risk Waiver

Risk warning and acknowledgement

Your participation in the recreational activities supplied by AHAA (Australian Horse Archery Association Inc.) may involve risk. The risks involved may result in personal injury including death. Prior to undertaking any such recreational activity, you should ensure you are aware of all of the risks involved, including those risks associated with any health condition you may have.

By signing below, you acknowledge, agree, and understand that participation in the recreational services provided by AHAA may involve risk. You agree and undertake any such risk voluntarily and at your own risk. You also acknowledge that the risk warning above constitutes a 'risk warning' in accordance with relevant legislation, including the Civil Liability Act 2002 (NSW) and the Civil Liability Act 2002 (WA).

Under 18 Participants - Juniors

Must always be accompanied by a responsible adult during training days and competitions. This adult must sign the waiver on behalf of the minor.

Waiver

It is possible for a supplier of recreational services or recreational activities to ask you to agree that statutory guarantees under the Australian Consumer Law (which is Schedule 2 to the Competition and Consumer Act 2010 (Cth)) do not apply to you (or a person for whom or on whose behalf you are acquiring the services). If you sign this form, you will be agreeing that your rights (or the rights of a person for whom or on whose behalf you are acquiring the services) to sue the supplier in relation to recreational services or recreational activities that you undertake because the services or recreational activities provided were not in accordance with the guarantees are excluded, restricted or modified as set out below.

For recreational services or recreational activities to which the Australian Consumer Law (Commonwealth), (New South Wales) and (Western Australia) applies.

By signing this form, you agree that the liability of AHAA in relation to recreational services (as that term is defined in the Competition and Consumer Act 2010 (Cth) and the Australian Consumer Law) and recreational activities (as that term is defined in the Civil Liability Act 2002 (NSW) and the Civil Liability Act 2002 (WA)) for any:

- a. death;
- b. physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
- c. the contraction, aggravation or acceleration of a disease;
- d. the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs:
 - i. that is or may be harmful or disadvantageous to you or the community;
 - ii. that may result in harm or disadvantage to you or the community, that may be suffered by you (or a person for whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services or recreational activities is excluded.

For recreational services to which the Australian Consumer Law (Northern Territory) applies.

By signing this form, you agree that the liability of AHAA for any death or personal injury (as defined in the Consumer Affairs and Fair Trading Act (NT)) that may be suffered by you (or a person from whom or on whose behalf you are acquiring the services) resulting from the supply of recreational services is excluded.

Initial:_____

For recreational services to which the Australian Consumer Law (South Australia) applies

Your rights

Under sections 60 and 61 of the Australian Consumer Law (SA), if a person in trade or commerce supplies you with services (including recreational services¹), there is –

- a. a statutory guarantee that those services will be rendered with due care and skill; and
- b. a statutory guarantee that those services, and any product resulting from those services, will be reasonably fit for the purpose for which the services are being acquired (as long as that purpose is made known to the supplier); and
- c. a statutory guarantee that those services, and any product resulting from those services, will be of such a nature, and quality, state or condition, that they might reasonably be expected to achieve the result that the consumer wishes to achieve (as long as that wish is made known to the supplier or a person with whom negotiations have been conducted in relation to the acquisition of the services).

Excluding, restricting or modifying your rights

Under section 42 of the Fair Trading Act 1987 (SA), the supplier of recreational services is entitled to ask you to agree to exclude, restrict or modify his or her liability for any personal injury suffered by you or another person for whom or on whose behalf you are acquiring the services (a third party consumer). If you sign this form, you will be agreeing to exclude, restrict or modify the supplier's liability with the result that compensation may not be payable if you or the third party consumer suffer personal injury.

Important

You do not have to agree to exclude, restrict or modify your rights by signing this form.

The supplier may refuse to provide you with the services if you do not agree to exclude, restrict or modify your rights by signing this form.

Even if you sign this form, you may still have further legal rights against the supplier.

A child under the age of 18 cannot legally agree to exclude, restrict or modify his or her rights. A parent or guardian of a child who acquires recreational services for the child cannot legally agree to exclude, restrict or modify the child's rights.

Agreement to exclude, restrict or modify your rights

I agree that the liability of AHAA for any personal injury that may result from the supply of the recreational services that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) is excluded.

Initial: _____

Definitions

1. Recreational services are services that consist of participation in—
 - a sporting activity or similar leisure-time pursuit; or
 - any other activity that involves a significant degree of physical exertion or risk and is undertaken for the purposes of recreation, enjoyment or leisure.
2. Personal injury is bodily injury and includes mental and nervous shock and death.
3. AHAA is the Australian Horse Archery Association Inc

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form, AHAA is required to ensure that the recreational services it supplies to you—

- a. are rendered with due care and skill; and
- b. are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
- c. might reasonably be expected to achieve any result you have made known to the supplier.

Under section 32N of the Fair Trading Act 1999, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the Fair Trading Act 1999 if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. Gross negligence is defined in the Fair Trading (Recreational Services) Regulations 2004. Exclusion of rights under the Australian Consumer Law (Victoria)

By signing below, I agree that the liability of AHAA for any death or personal injury (as defined in the Fair Trading Act 1999) that may be suffered by me (or a person from whom or on whose behalf I am acquiring the services) resulting from the supply of recreational services is excluded.

Name of member agreeing to these terms: _____

Signature: _____ Date: _____

Parent/Guardian Signature : _____ Date: _____

Parent/Guardian name: _____

Please email a digitised copy of this completed form to:
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