

Agricultural Show Council of Tasmania Incorporated

Circular Head Show 30th November 2019

**ANIMAL HANDLING (Bulk Individuals & School Groups) RISK
ACKNOWLEDGEMENT & WAIVER**

(Not applicable to Horse Events)

Agricultural Show Council of Tasmania Inc and Circular Head Show (together **the Suppliers**) advise that participation (including passive participation) in animal handling at an agricultural show contains elements of risk, both obvious and inherent. The handling of animals is a dangerous recreational activity as animals can act in a sudden and unpredictable way, especially when frightened or hurt.

1. By signing this waiver I acknowledge that:
 - 1.1 participation in animal handling is a recreational service for the purposes of section 139A of the **Australian Competition and Consumer Act (Cth) 2010**, and also a recreational activity for the purposes of Section 19 of the **Civil Liability Act (2002) TAS**;
 - 1.2 participation in animal handling is a hazardous activity and may result in injury, loss, damage or death to me;
 - 1.3 participation in animal handling requires certain skills and experience. I declare that I have sufficient skills and experience to be able to safely and properly participate in the events;
 - 1.4 animals can act in a sudden and unpredictable ways, especially if frightened or hurt, or if exposed to loud or unfamiliar noises;
 - 1.5 animal showing events will be held in close proximity to rides and large groups of people, and that there may be loud and unfamiliar noises which can frighten animals;
 - 1.6 if the event is held outdoors, there are risks to me as a result of the weather conditions, including either extreme hot or cold weather, rain or wind;
 - 1.7 insects or other animals may cause animals to become frightened and act in an unpredictable way;
 - 1.8 there is inherent in events involving the handling of animals the risk of suffering injury including injuries caused by animals; and
 - 1.9 I use the facilities supplied for the event entirely at my own risk, as I find them and with the prior acceptance of the risk of possible danger to me.
- 2 If I suffer injury, loss or damage (**Loss**) while participating in an animal handling event, I will not hold the Suppliers, their employees or agents legally responsible for any Loss I suffer. I will not sue the Suppliers, their employees or agents for any claims, costs, damages or liability. I agree to release the Suppliers and their employees from legal responsibility for the services I have been provided and/or activity I have participated in.
- 3 I acknowledge and agree that my participation in the event and associated activities is dangerous and may have inherent risks as a result of which personal injury (and sometimes death) may occur. I acknowledge that the event and associated activities carry with them a significant risk of physical harm. I accept and assume all such risks of personal injury or death in anyway whatsoever arising from these activities and hereby waive my individual right to sue the Suppliers for all claims I or my representatives may have for such personal injury or death against the Suppliers in regard to their negligence, breach of statutory duty or statutory guarantees arising from or in connection with these activities to the fullest extent permitted by law.
- 4 At the time of participating in the event, I have not been to any degree under the influence of alcohol or illicit drugs.

