

Adopted By: _____
 Member #: _____
 OR, Club Name: _____



- FULL** : For individual persons
- COUPLE** : Married or defacto living at the same address
- CONSTITUENT** : For studs, companies etc
- JUNIOR** : For individual persons 18 years & under
- LIFE** : Any individual member may be admitted as a life member on application
- FIRST TIME OWNER** : For Individuals who are Registering or Transferring their first Appaloosa Horse and have not been a member of AAA previously.

I/we hereby apply for membership with the Australian Appaloosa Association Ltd, and am aware that in the event of the Company being wound up I am liable to a contribution towards the debts and liabilities of the Company to an amount not exceeding \$20.00 and I undertake to abide by the Memorandum & Articles of the Company and any By-Laws made by The Board of Directors. I/we also hereby acknowledge and agree that the Australian Appaloosa Association Ltd can use the details provided in this Membership form for statistical analysis, promotion or provision to Government for emergency purposes and for notification to members and for no other purpose.

MEMBERSHIP APPLICATION

Membership Number (Renewals Only): _____
 FULL NAME: _____
 Nominee (Constituent Membership Only): _____
 (For Studs, Companies etc Only. The Nominee is the only person eligible to sign, vote or show on behalf of the membership)
 Phone () _____ Mobile: _____ Fax: _____
 Postal Address: _____
 _____ Postcode: _____ E-Mail: _____

Please tick the appropriate box below if as a **new member** you wish to have a copy of the AAA Ltd's annual Financial Information sent to you via Email or mailed to the above address (Note that all financial information will be available on the AAA Ltd's website for viewing at any time.)

By signing this form and paying the required fees, I/we agree to abide by the Constitution and the Rules & Regulations of the Australian Appaloosa Association Ltd, as amended from time to time, and I/we understand and agree that the results of any genetic testing, generated in compliance with the Rules and Regulations of the Association, is and remains the property of the Association for its use in its absolute discretion. Furthermore I/we disclose that I/we have read and agree that the liability of the AUSTRALIAN APPALOOSA ASSOCIATION LTD for any death or personal injury as defined in the Fair Trading Act 1999 as amended 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.

Date: _____
 Signature(s) of person(s) listed above: _____
If the applicant is for a YOUTH membership, then Parent/Guardian must supply name, signature and a copy of their Birth Certificate
 Signature of Parent/Guardian _____ Date of birth of Youth _____

(As part of the AAA Ltd Emergency Response Strategy, we request all members supply a mobile and email address for notification in emergency situations. This information should be kept current at all times.)

- Please tick**
- | | | |
|--|----------------------|-----------|
| () Full Membership | (Includes Magazine)* | \$190.00 |
| () Couple Membership | (Includes Magazine)* | \$255.00 |
| () Constituent Membership | (Includes Magazine)* | \$190.00 |
| () Youth Membership | (Includes Magazine)* | \$125.00 |
| () Leadline Membership (2 to 10yrs) | (Excludes Magazine)* | \$25.00 |
| () Life Membership | (Excludes Magazine) | \$1500.00 |
| () First Time Owner | (Includes Magazine)* | \$95.00 |
| () Non Members Magazine Subscription only | | \$65.00 |

(For International Subscribers add an extra \$22.00)
 *One magazine per household is compulsory (deduct \$65.00 for second and subsequent memberships).

MASTERCARD / VISA (A surcharge of 3% will apply to credit card transactions)

Card Number: _____ / _____ / _____ / _____ Expires: _____ / _____ CCV: _____

Card Holder Name: _____ Signature: _____

Direct Deposit details:
 BSB: 082-842
 Acct #: 123061348
 Copy of Receipt must be supplied

Australian Appaloosa Association Ltd
 Email: info@appaloosa.org.au
 Website: www.appaloosa.org.au

Ph: (02) 6765 7969 Fax: 6765 7515
PO Box 3212 West Tamworth NSW 2340
ABN: 70 001 558 050



RISK WARNING AND WAIVER

Risk warning and acknowledgement

Your participation in the recreational activities supplied by AUSTRALIAN APPALOOSA ASSOCIATION 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.

You acknowledge, agree, and understand that participation in the recreational services provided by AUSTRALIAN APPALOOSA ASSOCIATION 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).

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

You agree that the liability of AUSTRALIAN APPALOOSA ASSOCIATION 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

You agree that the liability of AUSTRALIAN APPALOOSA ASSOCIATION 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.

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).

Australian Appaloosa Association Ltd

Email: info@appaloosa.org.au

Website: www.appaloosa.org.au

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ABN: 70 001 558 050



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 injury².

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 AUSTRALIAN APPALOOSA ASSOCIATION 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.

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.

Further information

Further information about your rights can be found at www.ocba.sa.gov.au

For recreational activities to which the Australian Consumer Law (Victoria) applies

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, AUSTRALIAN APPALOOSA ASSOCIATION, 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)

I agree that the liability of AUSTRALIAN APPALOOSA ASSOCIATION 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.

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