

Adopted By: \_\_\_\_\_

Member #: \_\_\_\_\_

OR, Club Name: \_\_\_\_\_



**Australian Appaloosa Association LTD**  
**MEMBERSHIP APPLICATION – 2020/2021**

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.

DATE: \_\_\_\_\_ 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)

Home/Mobile Ph: \_\_\_\_\_ Email: \_\_\_\_\_

Postal Address: \_\_\_\_\_ P/Code: \_\_\_\_\_

**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. I/We give permission for photographs of the above Youth members to be used for media and promotional material for the AAA Ltd**

Signature of Parent/Guardian \_\_\_\_\_ Date of birth of Youth \_\_\_\_\_

**I wish to apply for Novice Youth as per the Rules set out in the AAA Ltd Rule Book.**

**Please select a membership option below: (all fees inclusive of GST)**

- |                            |  |           |
|----------------------------|--|-----------|
| ( ) Full Membership        | For individual persons   | \$160.00  |
| ( ) Social Membership      | For individual persons – Saddle log ( <b>RESTRICTED No Showing, Breeding or Voting</b> ) | \$60.00   |
| ( ) Couple Membership      | Married or defacto living at the same address  | \$235.00  |
| ( ) Constituent Membership | For studs, companies etc.  | \$160.00  |
| ( ) Youth Membership       | For individual persons 18 years & under  | \$86.00   |
| ( ) Leadline Membership    | For children (3 to 10yrs) – Can ONLY show leadline event.                                | \$26.00   |
| ( ) Life Membership        | Any individual member may be admitted as a life member on application                    | \$1500.00 |
| ( ) First Time Owner       | Not a member of AAA previously or who HAVE NOT been a member for 10 or more years.       | \$80.00   |

**MASTERCARD / VISA (A surcharge of 2% 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

ABN: 70 001 558 050

Website: [appaloosa.org.au](http://appaloosa.org.au)

info@appaloosa.org.au

PO Box 8251 East Orange NSW 2800

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**Please keep this Risk  
Warning and Waiver pages  
for your records.**

## **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 services<sup>1</sup>), 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**

**ABN: 70 001 558 050**

**Website: [appaloosa.org.au](http://appaloosa.org.au)**

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### **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<sup>2</sup>.

### **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**

<sup>1</sup>**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.

<sup>2</sup>**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](http://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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