



# **RISK MANAGEMENT POLICY**

## **RIDING PONY STUDBOOK SOCIETY LTD**

**2020**



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## THE COMPANY

The Riding Pony Stud Book Society Ltd is a company limited by guarantee, established in for the purpose of maintaining a studbook for Riding Ponies and the promotion of the Riding Pony breed and referenced in the document as “RPSBS Ltd.” or “The Society”.

The Society's National Office is situated in Richmond, NSW and open five days per week, from 8.00am to 4pm.

The Society is managed by a Board of Directors elected for 3 year terms by the RPSBS Ltd. State Committees.

The Society has 6 State Committees throughout Australia, representing each of the states. These committees comprise RPSBS Ltd. members and run under RPSBS Ltd. Rules and Regulations which are reviewed regularly by the Board of Directors.

The State Committee's role is to promote interest in the Riding Pony Breed, hold a state annual meeting for their state members and run seminars, shows, activity and information days.

The National Office and all the state committees operate with RPSBS Ltd. Public Liability Cover.

## TERMS USED

In the S.O.P (Standard Operating Procedures) and Risk Management Document

**RPSBS Ltd** - Riding Pony Stud Book Society Ltd.;

**SC** – RPSBS Ltd. State Committee;

**Members** - financial members of the RPSBS Ltd incl. honorary, life, full, joint and participant members; j

**Collecting Ring** - the area exhibitors and horses use, prior to entry to their event;

**Judge** - the officially appointed RPSBS approved Judge for the event (must have signed the Risk Management form for Judges);

**Marshals** – volunteers whose duty is to assemble the competitors for classes and to check equipment (must have their names recorded on the Volunteer Declaration Form);

**Stewards** - officially appointed assistance to the judge (must have signed the Risk Management form for Stewards);

**Handler / Exhibitor** - person who is holding / leading the horse during, prior to or after and event;

**Rider** – person who is riding a horse at an event;

**Volunteers** – Any persons assisting in the running of the RPSBS Ltd. activity/event (must have their names recorded on the Volunteer Declaration Form);

**Waiver** - legal disclaimer form to be signed by all persons participating in an RPSBS activity who is not a member of RPSBS Ltd.;

**Practice / Warm up areas** - areas for the exercise of horses, restricted entry to horse handlers riders only;



## STANDARD OPERATING PROCEDURES

### Prior to Event

- At your SC meeting, minute the full names of organisers / volunteers helpers;
- The State RPSBS Director must sign off on the Event Programme Schedule prior to publication to ensure that all RPSBS Ltd. Rules and Regulations have been followed;
- Inspect the grounds for suitability of event to be held to ensure the event can be held safely in the facilities, for competitors, exhibitors, spectators and organizers; and
- Ensure you have a copy of the RPSBS Public Liability Insurance for the venue owners.

### On the Day of the Event

- A quick meeting with all organisers / volunteer/ helpers to go through the events of the day, ensuring all of the above are familiar with the RPSBS Ltd Risk Management Documents, and that recommended procedures are being followed;
- Make sure the Safety Officer has a list of organisers / volunteers helpers contact numbers (mobile phones) if available;
- The Safety Officer should have a list of local emergency numbers ie. Ambulance, doctor, hospital, fire, vet, police on hand at all times. A copy should be attached to the First Aid Kit;
- A comprehensive approved First Aid Kit is available and has been checked;
- A First Aid trained person of at least current Level 2 grading must be on hand during the event, ie Red Cross, St Johns or similar trained person;
- Entry secretaries to ensure all handlers / exhibitors / riders are current financial members of RPSBS Ltd.;
- Ensure entries to rings are all marshalled, with signage specifying where exhibitors / competitors must enter and depart, with separate entrances if possible;
- Marshal to be clearly identifiable. Ensure marshals are aware of their duties. Marshals should have access to an 'incident' book to note any inappropriate behaviour, or refusals to comply with regulations. Ensure that spectator areas are clearly marked, in a safe area away from the exhibitors / competitors.
- Ensure that car parking / float parking areas are separate as possible, and that cars and floats are parked in safe areas around stabling facilities if applicable. If there are spectators at the event have signage around stabling areas clearly stating that these areas are for exhibitors only, not spectators.
- Speak to any contractors (food, goods offered for sale or on view etc) and nominated photographers (only those nominated / invited by SC to be allowed to operate on grounds ) to ensure they have the required public liability insurance, know what is expected of them, and they have clear instruction as to where they will be located;
  - Where applicable, have marshals check gear before classes to ensure they meet safety and class requirements.

Immediately after the event is finished, a meeting between all organisers/ volunteer / helpers to discuss the day's events is to be called, and any incidents or points of improvement needed to be addressed are documented.



## OVERVIEW OF RISK MANAGEMENT

- To ensure that the Board of Directors, Office Staff and State Committees are familiar with the Risk Control Methods relating to the Society's Administration.
- All Risk Management documents to be up to date and available to RPSBS Ltd. State Committees (SC) via the RPSBS web site. These documents are to be on hand at all RPSBS Ltd. events.
- A Safety Officer is to be nominated for each RPSBS Ltd. event with the SO responsible for checking the safety of the venue where the RPSBS Ltd. event is to be held. The officer is empowered to take the necessary steps to ensure the entire premises are safe for everyone (spectators, participants and animals).
- The Safety Officer must compile contact details in the local area for relevant services in case of emergency ie. Police, Fire, Ambulance, First Aid, Veterinarian.
- Ring Stewards / Marshals to have at hand at all times, an 'Incident Records' book to record all incidents or significant conversations. Any incident in which a member does not heed the advice or instructions of an official must be noted. After three recorded incidents this member's behavior must be reported to RPSBS Ltd. with full details from Incident Records books.
- A review of any safety issues or incidents to be regularly undertaken by the Board Directors.
- Showing Rules and Regulations and Judges Policy to be regularly reviewed, or when necessary by the Board of Directors.



## RISK MANAGEMENT POLICY

### Policy:

- To use best practice in risk management, to support and enhance activities in all areas of the RPSBS Ltd, and to ensure that risk management is an integral part of our decision-making processes.
- To use a structured risk management program to minimize reasonably foreseeable disruption to operations, harm to people and damage to the environment and property. To identify and take advantage of opportunities as well as minimizing adverse effects.
- To continually review and monitor the risk management practices of RPSBS Ltd.

### Rationale:

- The Riding Pony Stud Book Society Ltd. and its State Committees continue to work towards meeting the safety needs of their respective members at events, as effectively as possible. A systematic process of evaluation will provide information on which to base plans for improvement, by reducing risk factors for accidents.

### Aims:

- To ensure that appropriate standards of workplace safety are maintained at all times. To create a team approach to risk management and safety issues at all RPSBS Ltd. events.
- To prevent accident & injuries at Society run events and in the National Office workplace.

### Implementation:

- To have the current Risk Management Plan and all associated documentation on the RPSBS Ltd. web site so that all SCs have access to the current RPSBS Ltd. Risk Management Plan and documentation.
- Marshalling and Ring Stewards must have access to an 'Incident Records' book at all times.
- The State Committee will ensure that the Risk Management Plan is implemented, identify any additional risks during the event and take prompt action to minimize those risks.
- The show report to the Board of Directors must include a statement on the implementation of the Risk Management Plan and any associated incidents or difficulties.

### Evaluation:

- Risk Management Plans will be reviewed annually by the Board of Directors including any incidents that have occurred with the aim to prevent future such incidents.
- The Showing Rules and Regulations of RPSBS Ltd. will be regularly reviewed, and amended when necessary, in regard to wearing of protective and appropriate clothing and headgear, safe saddlery and equipment, and appropriate, safe behavior of members and other exhibitors and guests at RPSBS Ltd. run events.
- The Judges Policy and Handbook will be reviewed regularly to ensure all references to Safety in the Ring and the minimization of risks is current.



**ADMINISTRATION RISK MANAGEMENT**  
**EXAMPLES OF SPECIFIC RISKS**

<b>General Management</b>	<b>RISK AREAS</b>	<b>RISK CONTROL METHOD</b>
Risks associated with the general operation of the Board of Directors	Business planning	Completing to an adequate standard, required management and business plans
	Contract management	Adequately managing contracts
	Project implementation	Adequately implementing projects.
	State Committees	Adequately monitor SCs operating to an adequate standard

<b>Financial</b>		
Risks associated with financial management or transactions	Financial Planning	Approved Financial plan Annual review and reporting Annual budget and auditing All unplanned for expenditure approved by the Board or SC.
	Loss of revenue	Ensuring membership needs are met. Adjusting financial plans as necessary.
	Sponsorship	Ensuring sponsorship commitments met
	Fraud	Monitoring of receipts and expenditure. Oversight of SC finances by Company Treasurer.

<b>Asset Management</b>		
Risks associated with management or maintenance of physical assets, buildings or equipment.	Maintenance of assets	Maintaining assets to the adequate or expected standard. All SCs to maintain as asset register.
	Use of assets Portable plant & equipment	Managing the use of assets adequately to ensure the protection of both the asset and users.
	Natural hazards	Adequate insurance and maintenance of assets

<b>Liability</b>		
Risks associated with legal action against the Society or its members	Public liability	Adequate insurance cover and Risk Management Strategies in place
	Professional indemnity	Adequate insurance cover
	Inaccurate public information	Ensure advice given is correct with office procedures in place to ensure information given is as accurate as possible.

<b>Service Delivery</b>		
Risks associated with the provision of membership services	Membership services	Delivering services expected by the membership efficiently and professionally



## RIDING PONY STUD BOOK SOCIETY LTD. RISK MANAGEMENT POLICY

<b>Compliance</b>		
Risks associated with non-compliance with Acts and Regulations	Legislative compliance, e.g. GST- OHS, Trade Practices and related provisions	Being aware of relevant legislation, compliance with Acts
	Breach of fiduciary duty.	Keeping up to date with changing requirements

<b>Change Management</b>		
Risks associated with the operational changes to Board and SC managements	New Board Directors and/or new SC members	Actions in accordance with the Constitution and RPSBS Rules. Annual review of State Committee Structures & Procedures Policy.
Skill mix	New staff	Ensure new staff have required skills, or are given adequate training, information and monitored.

<b>Environment</b>		
Risks associated with the management and integrity of the built or natural environments	Pollution - contamination waste, emissions, etc	Ensure all RPSBS events protect the event environment and members are informed of the expectations and facilities provided

<b>Personnel</b>		
Personnel	Job Description	Written job descriptions
Risks associated with the staff, volunteers and contractors	Occupational hygiene	Workplace Health & Safety Officer appointed from staff. Minimum Level 2 First Aid Officer for each activity.
	Workplace injury Hazardous activities	Meet OHS requirements
	Insurance	Insurance for volunteer workers Workers' Compensation insurance requirements met

<b>Technology</b>		
Risks associated with the management of technological systems or processes	IT capacity	IT system capacity adequate for needs of administration
	IT failure	Regular backups of information made, and stored off site. Adequate insurance cover





## RISK MANAGEMENT AND EVENTS

RISK CATEGORY	HAZARD IDENTIFICATION	LIKELIHOOD OF OCCURENCE	RISK CONTROL METHOD
Shows, Seminars Open Days	Collision of horse with another competitor on entrance to rings	Moderate	Organisers / judges to ensure adequate room in ring area for safe margin between competitors. Marshalls to ensure separate entrances to rings for competitors, and that these are kept free of people and horses. Organisers/judges to ensure clearly defined boundaries between rings.
	Collision of horse with judge or steward	Moderate	Judges & stewards should be aware of where all horses are, and that they are under adequate supervision. Ring should be run in a safe manner, and any horses appearing to be a danger to competitors should be told to leave the ring.
	Collision of horse with spectators	Moderate	Organisers must ensure that there are safe distances set aside in areas for spectators.
	Collision of horses with other competitors, spectators etc. outside show ring	Moderate	Safe areas to be set aside for marshalling of horses, with separate areas for spectators to move around, away from marshalling horses. Clear separate entrances and exits to and from the ring.
	Damage to horse or handler due to bad competition surface or weather conditions	Moderate, depending on competition surface conditions	Organisers/judges to check competition surface for obstacles, slippery conditions or unlevel ground. Workouts must be adjusted accordingly and adjusted if weather conditions change adversely.
	Injury to rider at show	Moderate	Organisers to ensure all competitors comply with RPSBS Ltd. Rules regarding correct hats/helmets, and appropriate footwear and clothing. Age limits to handlers/riders of stallions Disqualification from competition after rider fall
Parking / Stabling Areas	Damage to vehicles and other property by horses	Moderate	Announce vehicles parking in areas in close proximity to horse stabling / tying up areas do so at own risk.
	Damage to people by horses being ridden in stable areas	Moderate	Horses should only be ridden in specified areas. Horses should only be ridden in bridles, not halters.
Food Refreshment Sales	Food spoilage, contamination, food poisoning	Moderate	SC members and relevant volunteers handling food to be given a copy of Food Safety Program to familiarize themselves with safe food handling procedures. SCs to follow relevant State Food Handling practices and requirements.
At all events			Attendance of at least Level 2 <b>First Aid qualified</b> person. First Aid Kit with all local emergency contact numbers available



## THE SAFETY OFFICER

### Prevention of Injury or Damage:

- Event organisers must appoint a Safety Officer. Safety offices are empowered to take the necessary steps to ensure the entire premises is safe for everyone (spectators, participants and animals).
- The attendance of a holder of a at least a current Level 2 First Aid Certificate is mandatory throughout event. This may be a member of the SC or St Johns, Red Cross or similar organisation.
- Safety Officers and event organisers will appreciate any assistance from competitors in ensuring a safe environment.
- Anything that could present a problem to anyone anywhere on the premises should be reported to the Safety Officer or the event organisers as a matter of urgency.

### Safe Site:

- Be aware of all hazardous items, situations, or conditions that could give rise to bodily injury or property damage. Ask yourself, is there the remotest chance of an accident being caused by this situation?

### Public Areas:

- Are public areas free of all hazards possible? (slip/trip hazards, equipment in the way, animals proximity to others, etc.)
- Have precautions been taken to control hazards that cannot be eliminated? (barricades, sound fencing, supervision of animal areas, etc.)
- Are spectators restricted to certain controlled areas? (parking, seating, viewing etc.)
- Are animals separated from people and property of others as much as is practical? (stable area, fencing, loading/unloading areas, holding/warm-up/practice areas, etc.)
- Are signs prominently posted and clearly worded to warn of all known hazards? (restricted areas, slip fall dangers, existence of animals, etc.)
- Is access to competition areas strictly limited to officials, competitors, emergency personnel and trainers?
- Is there a good supply of safe drinking water in well identified locations for spectators to avoid people wandering into unsecured or restricted – areas?

### Participants:

- Have the participants read and signed Indemnity form?
- Are the rules, regulations, and safety related notes available to participants?
- Is there a good supply of safe drinking water in well identified locations for participants and horses to avoid heat stroke.
- Are all riders wearing the proper attire (ie. hard hat with harness, boots with a heel etc.)?
- Are warm-up areas designated where no lunging is allowed if others are riding?
- Check safety of footing, jumps, fence barriers, stables (ie. protruding nails etc.).
- Be cognisant of various weather conditions, the effect on horses, individuals, and how they can perform. Be prepared to respond should conditions change. (ie. storms, lightning, hail, excessive heat or cold, time of day & light availability). Check the weather forecast the day before the show. Ensure that the RPSBS Ltd. Heat policy is



activated when necessary.

- Are equipment checks made prior to the event to ensure it is safe and useable?

#### General:

- Determine the specific safety hazards for the specific competition;
- Only allow dogs on site if under control and on a leash;
- Are hazardous materials or any equipment presenting a danger well stored and out of reach of horses and unauthorised persons;
- Ensure everyone understands the policy to deal with unruly or unsafe animals which are present at the event, and
- Ensure safe practices in exercise and warm-up areas.

#### Responding to Accidents:

Familiarize yourself with the following:

1. What should be the response to Accidents causing Injury or Damage?
  - Halt the event;
  - Obtain or provide assistance (for injured people or animals);
  - Contain the situation to avoid further accident;
  - Control crowds for their protection and to allow access by emergency personnel; and
  - Make notes as soon as possible (obtain names, addresses and phone numbers of witnesses), and complete an Incident Report Form.
2. Are Emergency phone numbers posted by phones which are at known locations?
3. Is First Aid equipment readily available and in obvious locations?
4. Is there a Paramedic / First Aid / Ambulance service at the site or available to respond?
5. Are First Aid Attendants present and easily Identifiable by uniform or arm band?
6. Is congestion controlled on the premises to provide access for emergency vehicles?
7. Is there a supply of Incident Report Forms to obtain important information should an accident occur?



## **HOT WEATHER POLICY**

Any show run by a RPSBS Ltd State Committee should consider cancelling or postponing if the weather on the day of the show is scheduled to be over 38 degrees according to the website [www.bom.com.au](http://www.bom.com.au) before the show using the postcode closest to the location of the show.

When the temperature reaches 35 degrees, it is recommended that children 12 years and under remove their jackets while competing. Judges, officials and other exhibitors are strongly encouraged to also do so.

*Reviewed January 2020*



# EVENT PLANNING CHECKLIST

EVENT TITLE/NAME: \_\_\_\_\_

LOCATION: \_\_\_\_\_ Event Date \_\_\_\_\_

Save & Submit

Print Form



## EVENT PLANNING CHECKLIST

### Are there designated areas for?

	Yes	No	Notes
Competition (including warm up areas)	<input type="checkbox"/>	<input type="checkbox"/>	
Spectators (separated from horses & vehicles)	<input type="checkbox"/>	<input type="checkbox"/>	
Competitor parking (floats, trucks etc.)	<input type="checkbox"/>	<input type="checkbox"/>	
Public parking (guest & spectator vehicles etc.)	<input type="checkbox"/>	<input type="checkbox"/>	
Horses (yards, stables, laneways etc.)	<input type="checkbox"/>	<input type="checkbox"/>	
First Aid (competitors/general public/access by emergency vehicles & services)	<input type="checkbox"/>	<input type="checkbox"/>	

### Inspection of Competition/ Activity Areas (including warm up areas)

	Yes	No	Notes
Are each of these areas free of hazards and obstacles? (Rocks, sticks, overhanging branches, rubbish...)	<input type="checkbox"/>	<input type="checkbox"/>	
Are the surfaces safe and appropriately prepared for their intended use? (Slippery, too wet, too dry, dust, level, ploughed, suitable depth...)	<input type="checkbox"/>	<input type="checkbox"/>	
Are the fences and gates appropriate for the activities? (Keeping livestock in, spectators out, numbers of competitors...)	<input type="checkbox"/>	<input type="checkbox"/>	
Is there signage identifying each of these areas and their intended use? (Competitors Only, No Dogs, Warm-up Arena, Marshalling Yard...)	<input type="checkbox"/>	<input type="checkbox"/>	
Is there appropriate signage at <u>all</u> access points to competition areas? (No Entry Competitors Only...)	<input type="checkbox"/>	<input type="checkbox"/>	

### Inspection of Spectator Areas (separated from horses & vehicles)

	Yes	No	Notes
Are each of these areas, including roads & tracks free of hazards & obstacles? (Rocks, sticks, overhanging branches, rubbish, uneven surfaces ...)	<input type="checkbox"/>	<input type="checkbox"/>	
Seating & grand-stands are properly erected and separate from livestock access? (Check access to seating areas, that access to under grandstands is restricted...)	<input type="checkbox"/>	<input type="checkbox"/>	
Food, eating & drinking areas are separated from livestock? (Livestock should not have access to these areas...)	<input type="checkbox"/>	<input type="checkbox"/>	
Access to food areas, toilets & public parking is free of hazards & obstacles? (Check for varied weather conditions, night lighting, trip hazards...)	<input type="checkbox"/>	<input type="checkbox"/>	
Are fences or barriers properly erected? (Check for nails, broken rails, rail heights...)	<input type="checkbox"/>	<input type="checkbox"/>	
Is there signage identifying each of these areas and their intended use? (Spectators Only, No Horses, No Vehicles...)	<input type="checkbox"/>	<input type="checkbox"/>	

### Inspection of Parking Areas

	Yes	No	Notes
Are competitor and spectator parking areas separated?	<input type="checkbox"/>	<input type="checkbox"/>	
Are loading and unloading areas for livestock separated from the general public?	<input type="checkbox"/>	<input type="checkbox"/>	
Is supervision of parking areas required?	<input type="checkbox"/>	<input type="checkbox"/>	
Has traffic flow and pedestrian flow been addressed?	<input type="checkbox"/>	<input type="checkbox"/>	
Is there signage identifying each of these areas and their intended use? (Competitors Only, ( Public Parking, Floats and Trucks ( ...)	<input type="checkbox"/>	<input type="checkbox"/>	

### Inspection of Livestock Yards & Stable Areas

	Yes	No	Notes
Are fences and rails secured properly? (Safe, appropriate height, no hazards...)	<input type="checkbox"/>	<input type="checkbox"/>	
Is adequate water available?	<input type="checkbox"/>	<input type="checkbox"/>	
Do the gates & latches work properly?	<input type="checkbox"/>	<input type="checkbox"/>	
Can escaping livestock be contained effectively? (Perimeter fencing, gates closed, emergency procedures ...)	<input type="checkbox"/>	<input type="checkbox"/>	
Is there signage identifying these areas and restricting access? (No Entry Competitors Only...)	<input type="checkbox"/>	<input type="checkbox"/>	

### General

	Yes	No	Notes
Can officials be identified clearly?	<input type="checkbox"/>	<input type="checkbox"/>	
Is there a designated and signed "Assembly Area" in the event of an emergency?	<input type="checkbox"/>	<input type="checkbox"/>	
Is there a plan for the treatment or removal of injured stock?	<input type="checkbox"/>	<input type="checkbox"/>	
Is there a map of the facility identifying each of the designated areas?	<input type="checkbox"/>	<input type="checkbox"/>	

This form has been completed by \_\_\_\_\_ Date Completed \_\_\_\_\_

On behalf of the committee of the \_\_\_\_\_, \_\_\_\_\_



# Riding Pony Stud Book Society Ltd

A Company Limited by Guarantee ABN 18 129 850 531  
PO Box 623 RICHMOND NSW 2753  
Ph: (02) 4577 5530 Fax: (02) 4587 7509  
email: [registrar@rpsbs.com.au](mailto:registrar@rpsbs.com.au)

## RISK MANAGEMENT POLICY - JUDGES

Judges please follow these guidelines whilst adjudicating in the ring.

1. Be aware of where all horses and ponies are at all times in the ring.
2. The ring must be run in a safe manner. If a horse or pony appears to be a danger to competitors Judges should alert the steward and request that the competitor be asked to leave the ring.
3. Check the competition surface for obstacles, slippery conditions or unlevel ground. Workouts must be adjusted accordingly and adjusted if weather conditions change adversely.
4. In an accident causing injury or damage:
  - Halt the event;
  - Obtain or provide assistance for injured people or animal; and
  - Complete an incident report form immediately after providing assistance to injured people or animals. Rings should not recommence until the incident report has been completed.
5. If confronted by an angry or upset person it is important not to take their comments personally, and to:
  - Remain calm;
  - Treat the person politely;
  - Take notes about what they are saying;
  - Do not admit responsibility for any incident; and
  - Ask the person to submit the complaint in writing to RPSBS Ltd.

It is important that you remain calm and treat the person politely.

Thank you on behalf of the Riding Pony Stud Book Society

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I have read and understood the above guidelines.

NAME: \_\_\_\_\_

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

SIGNATURE: \_\_\_\_\_



# Riding Pony Stud Book Society Ltd

A Company Limited by Guarantee ABN 18 129 850 531  
PO Box 623 RICHMOND NSW 2753  
Ph: (02) 4577 5530 Fax: (02) 4587 7509  
email: [registrar@rpsbs.com.au](mailto:registrar@rpsbs.com.au)

## RISK MANAGEMENT POLICY - STEWARDS

Stewards please follow these guidelines whilst stewarding in the ring.

1. Steward please be aware at all times of the whereabouts of all horses and ponies in the ring.
2. Any horse or pony appearing to be a danger to competitors should be told to leave the ring (with the judge's approval).
3. Please make sure competitors wear the correct safety hat, appropriate footwear, clothing and horse or pony has the correct equipment for each class entered. (Make judge aware of any issues).
4. Ensure correct age limits applicable to each class.
5. All ring stewards are to have an 'INCIDENT REPORT' book (supplied by the State Committee) on hand at all times, to record any interaction between themselves and competitors/exhibitors/spectators, recording in detail any conversation taking place including time. (incidents would include dress, behaviour, etc.)
6. In an accident causing injury or damage:
  - Halt the event;
  - Obtain or provide assistance for injured people or animal; and
  - Complete an incident report form immediately after providing assistance to injured people or animals. Rings should not recommence until the incident report has been completed.
7. If confronted by an angry or upset person it is important not to take their comments personally, and to:
  - Remain calm;
  - Treat the person politely;
  - Take notes about what they are saying;
  - Do not admit responsibility for any incident; and
  - Ask the person to submit the complaint in writing to RPSBS Ltd.

It is important that you remain calm and treat the person politely.

Thank you on behalf of the Riding Pony Stud Book Society

---

I have read and understood the above guidelines.

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

DATE: \_\_\_\_\_ SIGNATURE \_\_\_\_\_





## RISK WARNING AND WAIVER OF LIABILITY

Name of Provider<sup>1</sup>

RIDING PONY STUD BOOK SOCIETY LTD.

Address of Provider

Po Box 623, RICHMOND

State: NSW Postcode: 27753

Name of Participant

Address of  
Participant

State:

Postcode:

The following pages affect your legal rights and obligations. Please read these carefully and only sign if you fully understand their contents. For Participants under 18 years of age, these documents must be completed by a parent or legal guardian.

### Description of Activities<sup>2</sup>:

Horse Riding

### Risk Warning

I am aware that by my participation in any activities arranged by the Provider, certain risks or dangers may occur which could include:

- Physical, bodily or psychological injury or death.
- Physical exertion to which I am not accustomed.
- Failure of equipment or use of inadequate equipment.
- There may be no or inadequate facilities for treatment or transport to treatment if I am injured.
- The conditions in which the activities are conducted may vary without warning.
- I may cause injury to other persons and/or other persons may cause injury to me.
- I may be injured or die due to the negligence, breach of contract or breach of statutory duty or guarantee of the provider.

I acknowledge that the activities are being undertaken for the purposes of recreation, enjoyment or leisure, and involve a significant degree of risk of physical harm.

I acknowledge that the Activity may be undertaken with one or more other persons as part of a group and that the Provider is not liable for the actions of other participants in the group activity.

By signing below, I acknowledge, agree and understand that the risks associated with the Activities and/or recreational services have been explained to me. I undertake any such risk voluntarily and at my own risk.

<sup>1</sup> Provider includes the officers, employees, agents, contractors, franchisees and assigns of the Provider.

<sup>2</sup> Activities includes all activities and services ancillary to or associated with the named Activity, both before and after the Activity, including transportation to and from the location of the Activity whether provided by the Provider or not, briefings, inductions, training, and the provision of information in all manuals, safety guidelines and other documentation provided to or made available to the Participant with respect to the Activity, familiarisation with clothing or equipment and methods of operation of equipment and the wearing and removal of any clothing or equipment associated with the Activity. Unless otherwise specified, a reference to an Activity is a reference to a recreational service or a recreational activity as defined in relevant legislation referred to herein.

I acknowledge that the risk warning above constitutes a “*risk warning*” in accordance with the *Civil Liability Act 2002* (NSW) and the *Civil Liability Act 2002* (WA).

### **Participant’s Warranties**

I agree to abide by any of the Provider’s rules, and any direction or instruction given to me by the Provider during the course of the Activities. I agree to use and/or wear any equipment given to me by the Provider.

I declare that I am medically and physically fit and able to participate in the Activities. I acknowledge that I must, and agree that I will, disclose any pre-existing medical or other condition, injury or concern that may affect the risk that either I or any other person will suffer injury, loss or damage during the course of the Activities and notify the Provider of any injuries, illness or concerns that may arise during the Activity. I will not engage in any reckless, negligent or foolish behaviour or any other behaviour that is likely to cause injury to me, any other participant or person.

I agree that if I suffer any injury or illness, the Provider may provide evacuation, first aid and/or medical treatment at my expense and that my acceptance of these terms and conditions constitutes my consent to such evacuation, first aid and/or medical treatment.

I declare that I have not consumed any alcohol or mind altering substance, or medication that may impact my judgement or physical capacity, before or at the time of engaging in the Activities.

### **Exclusion of liability**

I agree to and unconditionally release, waive, discharge and forever hold harmless, the Provider or any of its employees, agents, directors or officers, from any claims as a result of any personal injury sustained, whether caused by the Provider’s negligent act or wilful act or omission, breach of contract, breach of statutory duty, error, or otherwise in connection with or arising out of the Activities.

I agree that the Provider will not be liable for any claims for personal injury that may be brought against it as a result of or in connection with any act, omission, default, failure or error on the part of the Provider, and agree to indemnify and keep indemnified the Provider in respect of any such claims.

### **Waiver**

It is possible for a supplier of recreational services to ask you to agree that the statutory guarantees under the *Australian Consumer Law* (which is schedule 2 to the *Competition and Consumer Act 2010* (Cth)) do not apply to you. 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 Provider in relation to the Provider’s services or the activities that you undertake because the services or activities provided were not in accordance with the guarantees are excluded, restricted or modified as set out below.

### **For Queensland, New South Wales, Western Australia, Tasmania, Northern Territory and Australian Capital Territory and Commonwealth**

By signing this form, you agree that the liability of the Provider in relation to the activities (as defined by the *Competition and Consumer Act 2010* (Cth), the *Consumer Affairs and Fair Trading Act* (NT) and the *Australian Consumer Law*) and recreational activities (as defined by the *Civil Liability Act 2002* (NSW) and the *Civil Liability Act 2002* (WA)) for any:

- (a) Deaths;
- (b) Physical or mental injuries (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 in relation to an individual:
  - (i) That is or may be harmful or disadvantageous to you or the community; or

- (ii) That may result in harm or disadvantage to you or 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 the recreational services or recreational activities is excluded.

You acknowledge and agree that the above provision operates to exclude the liability of the Provider as a result of a breach of an express or implied warranty that the recreational services will be rendered with reasonable care and skill in accordance with section 5J of the *Civil Liability Act 2002* (WA) and section 5N of the *Civil Liability Act 2002* (NSW).

## For South Australia

### Exclusion, restriction or modification of rights under the *Australian Consumer Law* (SA)

#### 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>3</sup>), there is—

- A statutory guarantee that those services will be rendered with due care and skill; and
- 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
- 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*, 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>4</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 ..... [the Provider] 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.

#### Further information:

<sup>3</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>4</sup> Personal injury is bodily injury and includes mental and nervous shock and death.

Further information about your rights can be found at [www.ocba.sa.gov.au](http://www.ocba.sa.gov.au)

## For Victoria

### Warning under the *Australian Consumer Law And Fair Trading Act 2012 (Vic)*

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 is required to ensure that the recreational services it supplies to you—

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

Under section 22 of the *Australian Consumer Law and Fair Trading Act 2012*, 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 *Australian Consumer Law and Fair Trading Act 2012* 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**, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the *Australian Consumer Law and Fair Trading Regulations 2012* and section 22(3)(b) of the *Australian Consumer Law and Fair Trading Act 2012*.

#### Agreement to exclude, restrict or modify your rights:

I agree that the liability of the Provider 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.

### Declaration and Signature

I have read carefully and understand this risk warning and waiver of liability and sign it freely and voluntarily without inducement of any kind.

Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Witness \_\_\_\_\_ Date: \_\_\_\_\_

### For Participants under age 18

This is to certify that I, as a parent/guardian with legal responsibility for the Participant, acknowledge, understand and accept all of the above and consent to his/her release as provided above. I release and agree to indemnify and hold harmless the Provider from any and all liabilities arising from my minor child's involvement or participation in the Activities and/or recreational services, even if arising from the negligence of the Provider.

Signature of Legal Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Signature of Witness \_\_\_\_\_ Date: \_\_\_\_\_



## WAIVER COMPLETION CHECKLIST

- STEP 1:** Insert name and address of provider on pages 1 and 3 where indicated.  
Where applicable, ensure that the correct company/business name is used to identify provider.
- STEP 2:** Insert full name and address of participant. Use a separate form for each participant.
- STEP 3:** Insert description of activities to be undertaken. If more than one activity, insert all activities.  
Example: Horse Riding.
- STEP 4:** Have participant sign and date form on page 4. Parent or guardian must sign for participants aged under 18.
- STEP 5:** Collect any payments after form is signed by each participant.
- STEP 6:** Check that all participants have signed a form before commencing an activity.
- STEP 7:** Retain original signed forms in a secure location.
- NOTES:**
1. Providers should allow participants the opportunity to read the form.
  2. Providers must give necessary safety briefings and instructions to participants and provide suitable safety and other equipment where required.



## **SUGGESTED RPSBS Ltd. SIGNAGE**

To be typed in bold letters, laminated and prominently displayed

### **ENTRY TO VENUE**

PLEASE NOTE THAT ON ENTRY TO THIS VENUE, FOR THE PURPOSE OF ATTENDING AN EVENT HELD UNDER THE REGULATIONS OF RPSBS LTD

ALL SPECTATORS /EXHIBITORS ACKNOWLEDGE AND AGREE THAT THE RIDING PONY STUD BOOK SOCIETY LTD AND ITS STATE BODIES OR ANY SUBDIVISION THEREOF, OFFICIALS, VOLUNTEERS, MEDICAL PERSONNEL, ANY PERSONS, PROMOTERS, SPONSORS, ADVERTISERS, OWNERS AND LESSEES OF PREMISED USED TO CONDUCT THE EVENT(S) WILL NOT BE UNDER ANY LIABILITY FOR YOUR DEATH OR ANY BODILY INJURY, LOSS OR DAMAGE WHICH MAY BE SUSTAINED OR INCURRED BY YOU AS A RESULT OF BEING PRESENT AT THIS EVENT.

ALL SPECTATORS / EXHIBITORS PRESENT AT THIS EVENT ACKNOWLEDGE THAT EQUESTRIAN EVENTS ARE DANGEROUS AND THAT ACCIDENTS CAUSING DEATH, BODILY INJURY, DISABILITY AND PROPERTY DAMAGE CAN AND DO HAPPEN, AND YOU ENTER AT YOUR OWN RISK.

***ALL DOGS MUST BE RESTRAINED ON A LEASH UNDER THE CONTROL OF A COMPETENT PERSON AT ALL TIMES***

### **ENTRY TO STABLE / WARM UP/ EXERCISE AREA**

WARNING! SPECTATORS ARE NOT PERMITTED IN THIS AREA. THIS AREA IS ONLY FOR RIDERS AND HANDLERS OF HORSES. ENTRY INTO THIS AREA IS DANGEROUS AND ACCIDENTS CAUSING DEATH, BODILY INJURY, DISABILITY AND PROPERTY DAMAGE CAN AND DO HAPPEN.



**ENTRY SECRETARY AREA**

PLEASE NOTE:

ENTRY TO THIS EVENT IS SUBJECT TO THE HANDLER/  
EXHIBITOR/ RIDER BEING A CURRENT FINANCIAL  
MEMBER OF RPSBS LTD.

ALL HANDLERS/ EXHIBITORS/ RIDERS ENTER UNDER THE  
RULES AND REGULATIONS OF THE RPSBS LTD AND  
AGREE TO ABIDE BY THESE RULES

**SPECTATOR AREAS**

PLEASE NOTE:

THIS IS A SPECTATOR ONLY AREA.  
NO HORSES ARE ALLOWED IN THIS AREA AT RISK OF  
DISQUALIFICATION FROM THEIR EVENT.

**COLLECTING / MARSHALLING AREA**

IMPORTANT!

THE ONLY PERSONS / HORSES ALLOWED IN THIS AREA ARE THOSE  
WHO ARE ENTERED IN THE NEXT EVENT. THE OFFICIAL  
MARSHALLS HAVE THE RIGHT TO REQUEST ANY PERSON / HORSE  
LEAVE IF THEY DEEM THAT PERSON/ HORSE A RISK TO THE  
SAFETY OF THEMSELVES OR OTHERS. ENTRANCE TO THIS AREA  
WHEN NOT APPROPRIATE MAY INCUR DISQUALIFICATION FROM  
YOUR EVENT.



## **RISK WARNING SIGN**

### **Exclusion of Right to Sue**

**These Conditions Affect Your Legal Right.**

**PLEASE READ CAREFULLY**

#### **RIDING PONY STUD BOOK SOCIETY LTD**

their employees and agents shall have no liability howsoever caused to YOU or any dependent for personal injury or death suffered by YOU or any dependent arising in any way whatsoever from the supply by

#### **RIDING PONY STUD BOOK SOCIETY LTD.**

of recreational services, including but not limited to

**HORSE RIDING AND ASSOCIATED ACTIVITIES DEALING WITH HORSES**

YOU acknowledge that Recreational Services are dangerous activities with many inherent risks as a result of which personal injury (and some times death) are common. YOU by your participation accept all risks of personal injury or death in any way whatsoever arising from your participation in such recreational activities and YOU and any dependents release and forever discharge

#### **RIDING PONY STUD BOOK SOCIETY LTD.**

and its employees and agents from all and any liability and claims arising from the supply of the Recreational Services.



## INCIDENT REPORT INFORMATION

**All ring stewards / marshals are to have an 'Incident Record' book on hand at all times, to record any interaction between themselves and competitors / exhibitors / spectators, recording in detail any conversation taking place, including time.**

(Incidents would include inappropriate dress, behaviour, etc. noting if the person involved followed the steward/marshal's instructions)

In the event of any incident, SC's are required to follow RPSBS Ltd procedures as detailed below:

All incidents that are potential claims need to be handled sensitively and as soon as possible after they occur. A detailed investigation needs to be carried out, with assistance from the RPSBS Ltd National Office.

In all cases where a person is injured or has property damaged:

- Action needs to be taken to minimise the chance of any further incidents by securing unsafe areas or facilities;
- First aid and medical care should be provided immediately, and prompt and proper care provided to any injured person; and
- Decisions on whether the claim is genuine or false are not required from the SC.

SCs may be notified about incidents and potential claims from a variety of sources, such as direct contact from:

- The injured party or property owner or their representative;
- Police, ambulance or emergency service personnel;
- Media item;
- Legal representative of injured party or property owner; or
- Observation of incident by SC member.

Notification is usually by phone or electronic means. In some instances, the first time the committee becomes aware of such an incident is when legal action has already commenced.

What to do on Notification:

All claims should be referred to the National Office of the RPSBS Ltd.

Any action taken should be under the guidance of the National Office of the RPSBS Ltd.

If the notification is in writing:

1. Make a note of how the letter or claim arrived - by electronic means, mail or hand delivered. If by hand, who delivered it?
2. Do not make any remarks or comments about the incident to any person who delivered the letter or claim.
3. Do not reply to any email, social media post, letter or claim
4. Email the document or claim and the relevant incident report, including any names of witnesses and any notes or photos relating to the incident to the National Office secretary at [secretary@rpsbs.com.au](mailto:secretary@rpsbs.com.au)
5. Telephone the National Office of the Riding Pony Stud Book Society to discuss the



next steps, as soon as possible on 02 4577 5530 or contact an RPSBS Ltd. Board Director if the Office is unmanned at the time.

If the notification is verbally - either direct or by telephone:

- Make note of the date and time and who made the report, and the date and details of the reported incident;
- Ask the person to submit their claim in writing;
- Do not make any remarks or comments about the incident to the person making the report; and
- Telephone the National Office to discuss the next steps, as soon as possible on 02 4577 5530 or contact an RPSBS Ltd. Board Director if the office is unmanned at the time.

If confronted by an angry or upset person it is important not to take their comments personally, and to:

- Remain calm;
- Treat the person politely;
- Take notes about what they are saying;
- Do not admit responsibility for any incident;
- Ask the person to submit the claim in writing to you; and
- Contact the National Office of the RPSBS Ltd. about the incident and follow the course of action recommended.

It is most important that you remain calm and treat the person politely.

What not to do on Notification:

Whether the notification is in writing or verbally, to help reduce the likelihood of unnecessary claims being made, there are a number of things that should **not** be done:

- **Do not** admit responsibility for any incident but show empathy for the injured party;
- **Do not** offer to pay any medical or other expenses. Call an ambulance if needed;
- **Do not** agree that any equipment or facilities were to blame;
- **Do not** blame other SC members, employees or other parties;
- **Do not** argue or discuss the cause of the incident with the injured person or witnesses;
- **Do not** conduct the investigation or fill out the incident report in the presence of the injured person;
- **Do not** discuss the incident at any time with people who have not been positively identified as being authorised by the RPSBS Ltd. If in doubt, telephone the National Office.
- **Do not** discuss the incident with the media. Refer any media enquiries to the National Office.



## INCIDENT AND CLAIM REPORT:

Regardless of how an incident is detected, or whether or not a claim has been made, **immediate action should be taken** to have it investigated and reported on by an appropriate SC committee member.

The committee members' responsibility is to **investigate the facts** of the incident and report on the incident, not to make a decision on the validity or otherwise of the claim or potential claim.

Assistance can be sort from the National Office or the RPSBS Ltd. Board of Directors.

It is essential that as much information as possible is gathered as soon as possible. The longer the time lapse between the incident and the investigation, the less likely it is that information will be available or accurate. It is important that a report is made of potential as well as notified claims because a claim may not arise until many years after an incident occurred.

### Other Important Information:

Where new witnesses or information is found (at any time after the incident) notify the National Office as soon as possible.

Note as much information as you can about the injured person. For example:

- What the injured person said was the cause of the incident;
- Type of clothing worn by the injured person;
- Whether spectacles or contact lenses were worn;
- Type and condition of footwear;
- Whether a walking aid was used;
- Emotional state of injured person prior to incident; and
- Whether the injured person was intoxicated or under the influence of drugs.

# ACCIDENT / INCIDENT REPORT FORM

## INCIDENT REPORT

RIDING PONY STUD BOOK SOCIETY LTD.



<b>Site/Venue of accident:</b> <i>Exact location overleaf....</i>				<input type="text"/>			
Address: <input type="text"/>							
Phone: <input type="text"/>		Fax No: <input type="text"/>		Email: <input type="text"/>			
Contact Person: <input type="text"/>				Date of Incident: <input type="text"/>			
Time of Accident: <input type="text"/>		Horse Name				<input type="checkbox"/> Own Horse	
Weather conditions:		<input type="text"/>					
Staff member(s) in charge of and/or supervising injured party:		<input type="text"/>		Numbers under supervision:		<input type="text"/>	
<b>INJURED PERSON DETAILS:</b>							

Name: <input type="text"/>			
Address: <input type="text"/>			
Phone: <input type="text"/>	Date of Birth: <input type="text"/>	Experience in riding	<input type="text"/>
<i>Beginner/moderate/experienced</i>			

### ACCIDENT OCCURRED WHILE:

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Mounting           | <input type="checkbox"/> Cross Country    | <input type="checkbox"/> Dismounting         |
| <input type="checkbox"/> Unmounted activity | <input type="checkbox"/> Jumping in Arena | <input type="checkbox"/> Other please detail |
| <input type="checkbox"/> Flat work/Dressage | <input type="checkbox"/> Trail Ride       |  |

### INJURY LOCATION:

- |   |                                   |   |
|---|-----------------------------------|---|
| <input type="checkbox"/> Head (Skull, Face, Jaw, Ears)            | <input type="checkbox"/> Eyes     | <input type="checkbox"/> Neck   |
| <input type="checkbox"/> Trunk (Chest, Abdomen, Buttock, Pelvis)  | <input type="checkbox"/> Spine    | <input type="checkbox"/> Arm (Shoulder, Elbow, Forearm, Wrist, Hand, Finger, Thumb) |
| <input type="checkbox"/> Leg (Hip, Thigh, Knee, Ankle, Foot, Toe) | <input type="checkbox"/> Internal | <input type="checkbox"/> Other please detail  |

### INJURY SEVERITY:

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> First Aid (Continued to ride) | <input type="checkbox"/> First Aid (Went home)        | <input type="checkbox"/> First Aid (sought medical attention after leaving) |
| <input type="checkbox"/> Ambulance                     | <input type="checkbox"/> Doctor's or Dental Treatment | <input type="checkbox"/> Hospital Treatment (Admittance)                    |
| <input type="checkbox"/> Fatal                         | <input type="checkbox"/> Other please detail          |   |

**ACCIDENT / INCIDENT REPORT FORM – Page 2**

<b>Name:</b>			
<b>Address:</b>			
<b>Phone:</b>		<b>Date of Birth:</b>	
		<input type="checkbox"/> Staff member <input type="checkbox"/> Volunteer/Other rider <input type="checkbox"/> Other please detail	
<b>ACCIDENT SUMMARY</b>	Description of accident, exact location, observations of signs and symptoms of injuries, treatment and follow up; include times and names of those involved in treatment at all stages.		
<b>Signed:</b>	<b>Date:</b>		

# ACCIDENT / INCIDENT LOG



**Riding Pony Stud Book Society Ltd**  
A Company Limited by Guarantee ABN 18 129 850 531  
PO Box 623 RICHMOND NSW 2753  
Ph: (02) 4577 5530 Fax: (02) 4587 7509  
email: [secretary@rpsbs.com.au](mailto:secretary@rpsbs.com.au)

## ACCIDENT, INCIDENT & HAZARD LOG

**EVENT:** \_\_\_\_\_ **VENUE:** \_\_\_\_\_

**Note:** If there is an injury to a person the Incident Report Form must also be completed.

DATE	TIME	DETAILS	ACTION	REPORTING PERSON	WITNESS