

# **RPSBS Ltd**

## **SOUTH AUSTRALIA**

### ***Foal & Yearling Show 2026***



***Saturday 2<sup>nd</sup> May 2026***  
***Danson Indoor Equestrian  
Centre - Birdwood***

***Classes for Riding Pony. Welsh,  
Part Welsh, APSB and Open Breed  
Foals and Yearlings***

***Judge: Mrs Leanne Donoghue***

***10:00am start***

*This event will be catered and  
have an official photographer*  
*All enquiries to: Amy Litchfield*

# RULES & REGULATIONS

- Insurance: RPSBS Ltd members, including participant members, are covered through their membership to compete at this show. Exhibitors, both handlers and riders, who are not competing in the RPSBS ring will be required to pay a day membership of \$10.00 for the day if they are not RPSBS Ltd Members. These exhibitors will be required to complete the attached Day Membership Application, including Risk Warning and Waiver of Liability and submit it with their entries.
- All owners to be financial members and all horses/ponies to be registered with their individual Breed Societies. Where a handler is to be a member of the given breed society proof of this is also required with entries.
- Registration papers to be available for inspection on the day of the Show if requested by the Committee.
- All Exhibits to compete in their Breed Classes under the rules laid down by their Breed Society. All breed society rules and regulations are to be always adhered to. All horses must be registered, and owners must be members to compete in their respected breed societies.
- The RPSBS SA Committee reserves the right, without recourse, at its discretion to reject entries and or eliminate a competitor from the event.
- Stewards have the right to remove from the ring any person not considered to be in effective control of their exhibit or who is considered unsuitably attired.
- The SA RPSBS Ltd will not accept any liability for any accident, damage, injury or loss to horses, competitors, or spectators or any of their belongings, or any other person or property.
- All protests must be lodged with the secretary in writing within 15 minutes of completion of the class, accompanied by a \$100 fee which will be returned if the protest is upheld.
- The committee reserves the right to refuse any entries.
- The committee or designated representatives of the committee, reserves the right to inspect any animal on the grounds.
- Ages of all horses and ponies calculated from 1st August unless otherwise stated. Ages of handlers/riders are as on the day of the show.
- Entries close 5pm Sunday 26<sup>th</sup> April 2026 – NO LATE ENTRIES ON THE DAY
- The Judge's decision is FINAL.
- EMAIL ENTRIES ACCEPTED, ONLY IF ACCOMPANIED BY RELEVANT MEMBERSHIP/REGO'S INSURANCE WAIVER (WHERE APPLICABLE) AND A DIRECT DEPOSIT RECEIPT OF PAYMENT.
- All Entrants are required to supply a Property Identification Code (PIC) as per Legal requirements. Entries received without a PIC number will be returned. Exhibitors are reminded that it is now a Legal Requirement to have a **Property Identification Code** (PIC number) for any property that Equines are kept at.

***PLEASE MAKE SURE A COPY OF THE REGISTRATION PAPERS / RELEVANT MEMBERSHIPS AND COPY OF BANK TRANSFER / COPY OF THE DAY INSURANCE IF APPLICABLE IS SENT WITH ALL ENTRIES***

***OFFICIAL PHOTOGRAPHER: PENNY HEIGHES ~ FLYING FREE PHOTOGRAPHY***

*Flying Free*  
PHOTOGRAPHY

## RIDING PONY FOALS

1. SHOW PONY COLT TO MATURE NE 13HH
2. SHOW PONY COLT TO MATURE OVER 13HH
- CHAMPION & RESERVE CHAMPION SHOW PONY COLT FOAL
3. SHOW PONY FILLY TO MATURE NE 13HH
4. SHOW PONY FILLY TO MATURE OVER 13HH
- CHAMPION & RESERVE CHAMPION SHOW PONY FILLY FOAL
5. SHOW PONY GELDING TO MATURE NE 13HH
6. SHOW PONY GELDING TO MATURE OV 13HH
- CHAMPION & RESERVE CHAMPION SHOW PONY GELDING FOAL
7. SHOW HUNTER COLT TO MATURE NE 13HH
8. SHOW HUNTER COLT TO MATURE OVER 13HH
- CHAMPION & RESERVE CHAMPION SHOW HUNTER COLT FOAL
9. SHOW HUNTER FILLY TO MATURE NE 13HH
10. SHOW HUNTER FILLY TO MATURE OVER 13HH
- CHAMPION & RESERVE CHAMPION SHOW HUNTER FILLY FOAL
11. SHOW HUNTER GELDING TO MATURE NE 13HH
12. SHOW HUNTER GELDING TO MATURE OV 13HH
- CHAMPION & RESERVE CHAMPION SHOW HUNTER GELDING FOAL
13. OVERHEIGHT RP FILLY
14. OVERHEIGHT RP COLT
15. OVERHEIGHT RP GELDING
- CHAMPION & RESERVE CHAMPION OVERHEIGHT RP FOAL

**SUPREME RIDING PONY FOAL** ~ Eligible Supreme Foal of the show

## WELSH FOALS

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16. WELSH MOUNTAIN COLT
17. WELSH MOUNTAIN FILLY
- CHAMPION WELSH MOUNTAIN FOAL
18. WELSH PONY COLT
19. WELSH PONY FILLY
- CHAMPION WELSH PONY FOAL
20. WELSH PONY OF COB TYPE COLT
21. WELSH PONY OF COB TYPE FILLY
- CHAMPION WELSH PONY OF COB TYPE FOAL
22. WELSH COB COLT
23. WELSH COB FILLY
- CHAMPION WELSH COB FOAL
24. WELSH GELDING A
25. WELSH GELDING B
26. WELSH GELDING C
27. WELSH GELDING D
- CHAMPION WELSH GELDING FOAL

**SUPREME WELSH FOAL** ~ Eligible Supreme Foal of the show

## PART WELSH FOALS

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28. COLT TO MATURE NE 13HH
29. COLT TO MATURE OVER 13HH
- CHAMPION & RESERVE CHAMPION COLT FOAL
30. FILLY TO MATURE NE 13HH
31. FILLY TO MATURE OVER 13HH
- CHAMPION & RESERVE CHAMPION FILLY FOAL
32. GELDING OR COLT TO BE GELDED TO MATURE NE 13HH
33. GELDING OR COLT TO BE GELDED TO MATURE OV 13HH
- CHAMPION & RESERVE CHAMPION GELDING OR COLT TO BE GELDED FOAL
34. SHOW HUNTER FILLY
35. SHOW HUNTER COLT
36. SHOW HUNTER GELDING
- CHAMPION & RESERVE CHAMPION SHOW HUNTER

**SUPREME PART WELSH FOAL** ~ Eligible Supreme Foal of the show

## OPEN FOAL CLASSES

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- 37. FUTURE SHOW PONY FOAL
- 38. FUTURE SHOW HUNTER FOAL
- 39. FUTURE DRESSAGE / PERFORMANCE FOAL
- 40. FUTURE LEADING REIN FOAL
- 41. FUTURE HARNESS FOAL
- 42. FUTURE CHILDS MOUNT FOAL
- CHAMPION & RESERVE CHAMPION FUTURE FOAL EXHIBIT
- 43. AUSTRALIAN SADDLE PONY FEMALE
- 44. AUSTRALIAN SADDLE PONY MALE
- CHAMPION & RESERVE CHAMPION SADDLE PONY
- 45. ARABIAN / DERIVATIVE / API FEMALE
- 46. ARABIAN / DERIVATIVE / API MALE
- CHAMPION & RESERVE CHAMPION ARABIAN DERIVATIVE / API
- 47. OPEN BREED FILLY
- 48. OPEN BRED COLT
- 49. OPEN BREED GELDING
- CHAMPION & RESERVE CHAMPION OPEN BREED FOAL
- SUPREME OPEN FOAL** ~ Eligible Supreme Foal of the show

## APSB FOALS

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### *SHETLAND PONIES ne 8.2hh*

- 50. Led female foal
- 51. Led male foal
- CHAMPION & RESERVE CHAMPION SHETLAND PONY FOAL ne 8.2hh

### *SHETLAND PONIES over 8.2 and ne 10.2hh*

- 52. Led female foal
- 53. Led male foal
- CHAMPION & RESERVE CHAMPION SHETLAND PONY FOAL over 8.2hh and ne 10.2hh

### *AUSTRALIAN PONIES*

- 54. Led female foal
- 55. Led male foal
- CHAMPION & RESERVE CHAMPION AUSTRALIAN PONY FOAL

### *WELSH SECTION A PONIES*

- 56. Led female foal
- 57. Led male foal
- CHAMPION & RESERVE CHAMPION WELSH A PONY FOAL

### *WELSH SECTION B PONIES*

- 58. Led female foal
- 59. Led male foal
- CHAMPION & RESERVE CHAMPION WELSH B PONY FOAL

### *WELSH SECTION C PONIES*

- 60. Led female foal
- 61. Led male foal
- CHAMPION & RESERVE CHAMPION WELSH C PONY FOAL

### *WELSH SECTION D PONIES*

- 62. Led female foal
- 63. Led male foal
- CHAMPION & RESERVE CHAMPION WELSH D PONY FOAL

### *ANY OTHER PUREBRED APSB PONIES*

- 64. Led female foal
- 65. Led male foal
- CHAMPION & RESERVE CHAMPION ANY OTHER PUREBRED APSB FOAL

**SUPREME CHAMPION PUREBRED APSB FOAL** (winners of Champion Shetland (x2), Australia, Welsh (x4), Any Other Purebred)  
Eligible Supreme Foal of the show

### *APSB PART-BRED PONIES*

- 66. Led female foal
- 67. Led male foal
- CHAMPION & RESERVE CHAMPION APSB PART-BRED PONY FOAL

*APSB RIDING PONIES*

68. Led female foal

69. Led male foal

CHAMPION & RESERVE CHAMPION APSB RIDING PONY FOAL

**SUPREME CHAMPION NON-PUREBED APSB FOAL**(winners of Champion APSB Part bred Pony and Champion APSB Riding Pony)

Eligible Supreme Foal of the show

*APSB GYPSY COBS*

70. Led female foal

71. Led male foal

CHAMPION & RESERVE CHAMPION APSB GYPSY COB FOAL ~ Eligible Supreme Foal of the show

*APSB TIMOR PONIES*

72. Led female foal

73. Led male foal

CHAMPION & RESERVE CHAMPION TIMOR PONY FOAL ~ Eligible Supreme Foal of the show

## **SUPREME RPSBS LTD SHOW FOAL EXHIBIT 2026**

**Catering will be supplied by Sizzle & Serve**



## ***RIDING PONY YEARLINGS***

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- 74. SHOW PONY COLT
- 75. SHOW PONY FILLY
- 76. SHOW PONY GELDING
- CHAMPION & RESERVE CHAMPION SHOW PONY YEARLING
- 77. SHOW HUNTER COLT
- 78. SHOW HUNTER FILLY
- 79. SHOW HUNTER GELDING
- CHAMPION & RESERVE CHAMPION SHOW HUNTER YEARLING
- SUPREME RIDING PONY YEARLING** ~ Eligible Supreme Yearling of the show
- 80. OVERHEIGHT RP FILLY
- 81. OVERHEIGHT RP COLT
- 82. OVERHEIGHT RP GELDING
- CHAMPION & RESERVE CHAMPION OVERHEIGHT RP YEARLING ~ Eligible Supreme Yearling of the show

## ***WELSH YEARLINGS***

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- 83. WELSH MOUNTAIN COLT
- 84. WELSH MOUNTAIN FILLY
- CHAMPION WELSH MOUNTAIN YEARLING
- 85. WELSH PONY COLT
- 86. WELSH PONY FILLY
- CHAMPION WELSH PONY YEARLING
- 87. WELSH PONY OF COB TYPE COLT
- 88. WELSH PONY OF COB TYPE FILLY
- CHAMPION WELSH PONY OF COB TYPE YEARLING
- 89. WELSH COB COLT
- 90. WELSH COB FILLY
- CHAMPION WELSH COB YEARLING
- 91. WELSH GELDING A
- 92. WELSH GELDING B
- 93. WELSH GELDING C
- 94. WELSH GELDING D
- CHAMPION WELSH GELDING YEARLING

**SUPREME WELSH YEARLING** ~ Eligible Supreme Yearling of the show

## ***PART WELSH YEARLINGS***

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- 95. PART WELSH FILLY YEARLING
- 96. PART WELSH COLT YEARLING
- 97. PART WELSH GELDING YEARLING
- CHAMPION & RESERVE CHAMPION PART WELSH YEARLING** ~ Eligible Supreme Foal of show

## ***OPEN YEARLING CLASSES***

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- 98. FUTURE SHOW PONY
- 99. FUTURE SHOW HUNTER
- 100. FUTURE DRESSAGE / PERFORMANCE
- 101. FUTURE LEADING REIN
- 102. FUTURE HARNESS
- 103. FUTURE CHILDS MOUNT
- 104. AUSTRALIAN SADDLE PONY FEMALE
- 105. AUSTRALIAN SADDLE PONY MALE
- 106. ARABIAN / DERIVATIVE / API FEMALE
- 107. ARABIAN / DERIVATIVE / API MALE
- 108. OPEN BREED FILLY
- 109. OPEN BRED COLT
- 110. OPEN BREED GELDING
- CHAMPION & RESERVE CHAMPION OPEN YEARLING** ~ Eligible Supreme Yearling of the show

## APSB YEARLINGS

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111. Led female

112. Led male

CHAMPION & RESERVE CHAMPION SHETLAND PONY ne 8.2hh

113. Led female Shetland Pony ne 8.2hh

114. Led male Shetland Pony ne 8.2hh

CHAMPION & RESERVE CHAMPION SHETLAND PONY over 8.2hh and ne 10.2hh

115. Led female Shetland Pony over 8.2hh ne 10.2hh

116. Led male Shetland Pony over 8.2hh ne 10.2hh

CHAMPION & RESERVE CHAMPION AUSTRALIAN PONY

117. Led female Australian Pony

118. Led male Australian Pony

CHAMPION & RESERVE CHAMPION WELSH A PONY

119. Led female Welsh A Pony

120. Led male Welsh A Pony

CHAMPION & RESERVE CHAMPION WELSH B PONY

121. Led female Welsh B Pony

122. Led male Welsh B Pony

CHAMPION & RESERVE CHAMPION WELSH C PONY

123. Led female Welsh C Pony

124. Led male Welsh C Pony

CHAMPION & RESERVE CHAMPION WELSH D PONY

125. Led female Welsh D Pony

126. Led male Welsh D Pony

CHAMPION & RESERVE CHAMPION ANY OTHER PUREBRED APSB

**SUPREME CHAMPION PUREBRED APSB FOAL** (winners of Champion Shetland (x2), Australia, Welsh (x4), Any Other Purebred)  
Eligible Supreme Foal of the show

127. Led female APSB Part Bred Pony / Riding Pony

128. Led male APSB Part Bred Pony / Riding Pony

**CHAMPION & RESERVE CHAMPION APSB PART-BRED PONY / RIDING PONY** ~ Eligible Supreme Yearling of the show

129. Led female APSB Gypsy Cob / Timor Pony

130. Led male APSB Gypsy Cob / Timor Pony

**CHAMPION & RESERVE CHAMPION APSB GYPSY COB / TIMOR PONY** ~ Eligible Supreme Yearling of the show

# **SUPREME RPSBS LTD SHOW YEARLING** **EXHIBIT 2026**

# SA RPSBS FOAL & YEARLING SHOW

## ENTRY FORM 2026

**Entries close: 5pm Sunday 26<sup>th</sup> April 2026**

**\$10.00 per class**

Owner:.....Exhibitor:.....

Address:.....Phone Number:.....

Email.....PIC NO. ....

CLASS #	HORSES NAME	SIRE	DAM	\$\$ FEES
<b>ENTRY FEE SUB TOTAL:</b>				<b>\$</b>
<b>GROUND FEE (compulsory per exhibitor):</b>				<b>\$5.00</b>
<b>ADMINISTRATION FEE (compulsory per exhibitor):</b>				<b>\$10.00</b>
<p><b>STABLING – ALL STABLE BOOKINGS AND ENQUIRIES TO BE SENT TO WELSH RPG</b>  <a href="mailto:welshsarp@outlook.com">welshsarp@outlook.com</a> ~ <u>This is for BOTH events.</u>                      Limited stabling available. Friday night stabling available upon request.                      Saturday evening stabling - \$30 per stable                      Saturday stabling - \$40 per stable (up to 4 exhibits per stable). Limit 1 stable per exhibit.  <i>Stabling approved by RPSBS &amp; Welsh Committees based on a travel / showing at both events' basis.</i></p>				
<p><b>Day Membership/Insurance</b>                      INSURANCE: RPSBS Ltd members, including participant members, are covered through their membership to compete at this show. Exhibitors, both handlers and riders, who are not competing in the RPSBS ring will be required to pay a day membership of \$10.00 for the day if they are not RPSBS Ltd Members. These exhibitors will be required to complete the attached Day Membership Application, including Risk Warning and Waiver of Liability and submit it with their entries.</p>				<b>\$</b>
<b>GRAND TOTAL</b>				<b>\$</b>

Please make cheques/Money orders payable to: RIDING PONY STUD BOOK LTD SA COMMITTEE

**Post to:** Amy Litchfield 276 Hicks Road JERVOIS SA 5259 \*Allow time for Aust Post to deliver\*

**Direct bank deposit to** BSB 105-120 A/C 024124540 \* Exhibitor name as reference No:

Please note: EMAIL ENTRIES ACCEPTED but MUST be accompanied by the relevant membership & registration papers, Insurance waivers (where applicable), and a copy of a direct deposit receipt. Email to: [cockburn04@hotmail.com](mailto:cockburn04@hotmail.com)

I, & those accompanying me, agree to abide by the rules & regulations of the show & the RPSBS Ltd SA Committee. I acknowledge & have made those who accompany me aware, that horse sports have the potential to be dangerous & accept that while every effort is made with regards to safety, I & those persons accompanying me, WILL NOT hold the association responsible for any damage, loss or injury.

SIGNATURE:.....DATE:...../...../.....



# Riding Pony Stud Book Society Ltd

A Company Limited by Guarantee ACN 129 850 531 ABN 18 129 850 531

Post Office Box 623 RICHMOND NSW 2753  
Ph: (02) 4577 5530  
email: general@rpsbs.com.au

## DAY MEMBERSHIP APPLICATION, RISK WARNING AND WAIVER OF LIABILITY

### For "Open Events" ONLY

TO BE COMPLETED BY PARTICIPANTS WHO ARE NOT CURRENT FINANCIAL MEMBERS OF THE RPSBS Ltd. but who are showing horses or ponies NOT REGISTERED RPSBS Ltd at an RPSBS Ltd Event.

"Open Event" shall mean a RPSBS Ltd Event, offering classes for other breeds, including but not limited to Dressage, Hacking, Rider, and Harness classes, etc. or otherwise agreed by the RPSBS Ltd.

Participants in events organised by the RPSBS Ltd or RPSBS Ltd State Committee, who are not current Financial Members of the RPSBS Ltd, upon completion of this form, and payment of the Day Membership Fee, are deemed to be "Day Members" of the undermentioned event only.

As part of the **\$10.00 Day Membership Fee**, Personal Liability insurance is automatically provided to you,

but only whilst participating in activities organised and / or run by the RPSBS Ltd or RPSBS Ltd State Committee at the undermentioned event. Cover will be afforded to you where you are liable for causing bodily injury or property damage to others, excluding whilst travelling to and from such event. An excess is payable by you in respect of each and every claim.

By completing this form, you agree to abide by the Rules and Conditions of the RPSBS Ltd and any Rules of the event.

Name of Provider<sup>1</sup>

Riding Pony Stud Book Society Ltd

#### DETAILS OF APPLICANT

1.3 Name

1.5 Address

Phone Number

1.10 Email

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>:

1.12 Horse sport activities, including but not limited to leading, riding and jumping

#### 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.

<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.

- 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.

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 Riding Pony Stud Book Society Ltd [*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:

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

<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.

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 feely 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: \_\_\_\_\_

**Completed Day Membership Applications will be retained by The RPSBS Ltd State Committee hosting this event and details from this application will be advised to the RPSBS Ltd National Office for Insurance Purposes.**