



Australian Stock Horse

The Australian Stock Horse Society Limited 2020 Membership Application

Office Use Only

ABN 35 001 440 437

www.ashs.com.au

Membership Year: 1st January - 31st December 2020

Amended: 11/10/2019

1 MEMBERSHIP DETAILS Please note for Full, Participant, Youth and Subscriber Memberships, there is a limit of one Individual per Membership.

Membership Type (please tick) See www.ashs.com.au for further details.

Full \$190 Full (3yrs) \$540 Participant \$90 Youth - Under 18yrs (with horses) \$90 Youth Participant - Under 18yrs \$35 Subscriber \$60

ASHS Membership Name (Maximum of 29 characters):

(i.e. Individual/Partnership/Company/Trading Name)

Nominee Title: _____ **First Name:** _____ **Surname:** _____

(Individual entitled to compete, vote, and sign for this Membership)

Postal Address: _____

Town/Suburb: _____ **State:** _____ **Postcode:** _____ **Country:** _____

Phone (B/H): _____ **Phone (A/H):** _____ **Mobile:** _____ **Fax:** _____

Email: _____ **Date of Birth:** ____ / ____ / ____

Have you been a Member before? No Yes - provide previous Membership Number if possible: _____

Membership tax classification: Hobbyist **OR** Business - please provide **ABN:** _____ **GST Registered:** Yes No

Hobbyist - Indicates interest in Australian Stock Horses is an activity done as a private, recreational pursuit, hobby or is wholly of a private or domestic nature.

You will be allocated a Branch according to your location. If you have a preference please list here: _____

I wish to receive a copy of the ASHS Financial Report: Yes - Via Post Yes - Via Email No - I do not wish to receive a Financial Report

2 YOUTH PARTICIPANT - TO BE NOMINATED BY FULL MEMBERS

In order to participate at any ASHS event, a person MUST be a Member of the Society. Please complete below the details of any child you wish to nominate and indicate the Membership Number you would like each Youth Participant to be linked to. Please indicate if the Youth Participant would like to join Stan's Stable, the exclusive under 13's youth club to receive a welcome pack, birthday cards and exclusive offers.

	FIRST NAME	SURNAME	SEX (M/F)	D.O.B	LINK TO	STAN'S STABLE
<input type="radio"/> Youth Participant \$35	_____	_____	_____	____ / ____ / ____	_____	<input type="radio"/> Yes <input type="radio"/> No
<input type="radio"/> Youth Participant \$35	_____	_____	_____	____ / ____ / ____	_____	<input type="radio"/> Yes <input type="radio"/> No
<input type="radio"/> Youth Participant \$35	_____	_____	_____	____ / ____ / ____	_____	<input type="radio"/> Yes <input type="radio"/> No

3 HAVE YOU PURCHASED AN AUSTRALIAN STOCK HORSE?

Membership of the Society provides for the continuing registration of horses. The registration status of horses under a lapsed Membership or if owned by a non-member is suspended until such time as the owner is a Financial Member of the Society. If the horse's registration is suspended, the Society's Online Stud Book will indicate the Competition Status as 'Not Eligible' and the horse will be unable to compete at ASH events.

Your Horse's Registered Name: _____ **Registered Number:** _____

Was the horse purchased at an Approved ASH Sale? Yes No, please proceed to Section 4

Location of Sale: _____ **Lot Number:** _____

4 ASHS PRIVACY POLICY DECLARATION

I understand the Society's Privacy Policy and consent to the collection of personal information by the Society and disclosure of information as outlined in the Policy. I understand the purpose for collection of information and the responsibility of the Society to maintain and to keep secure. In relation to the Policy, I provide the following instructions:

I would like my Membership details (address, phone, email) made available on the Online Stud Book on the Society's website: Yes No

I consent to the Society using the email address provided for the purpose of receiving the Society's bi-monthly e-Newsletter: Yes No

I consent to the disclosure of my personal information for the purpose outlined and in accordance with the Society's Rules: Yes No

I consent to the disclosure of my personal information to a recipient outside of Australia for the purpose outlined and in accordance with the Society's Rules: Yes No

6

MEMBER DECLARATION

Read carefully before signing. Please contact the Society if you are unsure about any of the following information.

NOMINEE'S DECLARATION

- I agree to be bound by the Society's Rules, Regulations and Codes of Conduct (see www.ashs.com.au).
- I acknowledge as Nominee I am the only person authorised to compete under this Membership.
- I acknowledge as Nominee I am the only person authorised to vote as per ASHS Rules and Regulations.
- I declare that I have read and understood the Risk Warning & Waiver of Liability above and acknowledge that Membership does not include Personal Accident Insurance.
- I acknowledge my Membership receipt will be sent to me and a copy of the Society's Events Handbook is available online or a copy can be purchased from Head Office.
- I acknowledge the Society's Privacy Statement (see www.ashs.com.au).
- I acknowledge that all Memberships are annual and expire on 31st December (excludes Subscribers).
- I declare that the details shown on this form are true and correct.

Membership Authorisation: Should a person or persons other than the Nominee be required to complete and sign any ASHS documents (including *Transfer Applications*) relating to this Membership on the Nominee's behalf, a **Membership Authorisation Form** must be completed. A **Membership Authorisation Form** is available from our website or Head Office.

NOMINEE'S SIGNATURE*

If the Nominee is under 18 years of age, a parent or guardian must countersign the application in the box below.

PARENT OR GUARDIAN'S SIGNATURE*

7

PARTNER/ASSOCIATE'S DETAILS AND DECLARATION

In the case of a Membership comprising more than one individual, or in the case of a partnership, stud or trading name comprising more than one individual, please provide details of all individuals comprising the Membership below.

Please note that the people below acknowledge that they are not eligible to compete in ASH competitions unless they take out their own individual Membership and are not authorised to sign documents on behalf of the Membership.

In signing below you accept the following:

- I acknowledge that by signing, I agree that the Membership Name may include my name and/or initials.
- I acknowledge that I am **NOT** eligible to compete in ASH competitions unless I take out my own individual Membership.
- I acknowledge that signing does **NOT** entitle me to Membership or authorisation to sign documents on behalf of the Membership.

PERSON 1

ASHS Membership Number (If Applicable):

Title: _____ First Name: _____ Surname: _____

Postal Address: _____

Town/Suburb: _____ State: _____ Postcode: _____ Country: _____

Primary Phone: _____ Email: _____

PARTNER/ASSOCIATE'S SIGNATURE* ➔

PERSON 2

ASHS Membership Number (If Applicable):

Title: _____ First Name: _____ Surname: _____

Postal Address: _____

Town/Suburb: _____ State: _____ Postcode: _____ Country: _____

Phone (B/H): _____ Email: _____

ADDITIONAL PARTNER/ASSOCIATE'S SIGNATURE* ➔

PLEASE ATTACH ADDITIONAL PAGE IF THERE ARE MORE THEN TWO PARTNERS/ASSOCIATES

*Sign within the box with a ballpoint pen. Electronic signatures not accepted.

8

PRICE TALLY AND PAYMENT DETAILS

Memberships take a minimum of 5 Business Days after receipt to be processed (10 days for cheques).

ITEM	QUANTITY	PRICE
Membership		
Breeding Certificate 1 - \$17 or 20 - \$240		
Horse Transfer Fee		
Voluntary ASHS Heritage Centre Donation		
Voluntary Equine Research Donation		
All prices are in Australian Dollars and are GST inclusive.	TOTAL	

Payment Method: MasterCard Visa Cheque/Money Order*Credit Card Number:

Expiry Date: ____ / ____

Cardholder's Name: _____ Signature: _____

For security reasons, the Society recommends that credit card details NOT be emailed.
*If you reside outside of Australia, payment must be made via MasterCard or Visa.

The following information affects 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.

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.

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).

Provider includes the officers, employees, agents, contractors, franchisees and assigns of the Provider.

2 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.

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:

- Deaths;
- Physical or mental injuries (including the aggravation, acceleration or recurrence of such an injury);
- The contraction, aggravation or acceleration of a disease;
- 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:
 - That is or may be harmful or disadvantageous to you or the community; or
 - 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), 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.

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 Australian Stockhorse Society and its registered Branches [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

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.
- Personal injury is bodily injury and includes mental and nervous shock and death.

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.