

RIDING FOR THE DISABLED

ASSOCIATION OF AUSTRALIA LIMITED

TERMS AND CONDITIONS OF KICKSTART RIDER REGISTRATION



The following terms and conditions apply to participants engaged in the RDA Kickstart Rider Program. Kickstart riders are granted membership of RDA Australia, their Centre and State Association on a short term basis for the period of the proposed activity. Participants in short term programs are covered for Personal Accident Insurance for the allotted period of their registration.

1. **“RDAA”** for the purposes of this application and declaration means and includes the Riding for the Disabled Association of Australia Incorporated, its members (including Member States and Centre Members) and where the context so permits, their respective directors, officers, members, servants or agents.
2. **If accepted I will be permitted** to participate in the RDA Kickstart Rider program for the period of the proposed activity and is subject to my complying with the terms and conditions of the registration, this declaration and any reasonable direction issued by RDAA.
3. **This document cannot be amended.** If I do amend it my application will be null and void. It cannot be accepted by RDAA.
4. **The riding rules and this declaration** comprise a contract between me and RDAA. It is necessary and reasonable for promoting and conducting the proposed Kickstart activity.
5. **Warning:** Participation in horse riding and horse related activities can be inherently dangerous. Serious accidents can and often do happen which may result in me being injured or even killed. I have voluntarily read and understood this warning and accept and assume the inherent risks in RDA program.
6. **Exclusion of Liability:** Except where provided or required by law and such cannot be excluded, I agree that it is a term of my participation in the Kickstart Rider program (if accepted) that RDAA is absolved from all liability however arising from injury or damage however caused (whether fatal or otherwise) arising out of my participation in the proposed activities. I acknowledge that the services and benefits I receive are “recreational services” as defined under the *Trade Practices Act 1974*. Where I am a consumer, as defined by any relevant law, certain terms and rights may be implied into a contract for the supply of goods or services for my benefit. I acknowledge that these terms and rights, and any liability of RDAA flowing from them, are expressly excluded, restricted or modified by these terms and conditions.
7. **Release and Indemnity:** In consideration of RDAA accepting my application, I:
 - (a) release and forever discharge RDAA from all claims that I may have or may have had but for this release arising from or in connection with my participation in the proposed activity; and
 - (b) indemnify and hold harmless RDAA to the extent permitted by law in respect of any claim by any person including but not only another participant arising as a result of or in connection with my participation in the proposed activity.In this **clause 7 “Claims”** means and includes any action, suit, proceeding, claim, demand, damage, penalty, cost or expense however arising but does not include a claim in respect of any action, suit, etc made by any person entitled to make a claim under a relevant RDAA insurance policy.
8. **Fitness to Participate:** I declare that I am and must continue to be medically and physically fit and able to participate in the proposed activities within my range of abilities. I am not and must not be a danger to myself or to the health and safety of others. I will immediately notify RDAA in writing of any change to my fitness and ability to participate. I understand and accept that RDAA will continue to rely upon this declaration as evidence of my fitness and ability to participate. I acknowledge that if I have or have had any medical condition or disability (eg. physical, intellectual, psychiatric or behavioural) I am required to declare the nature of the condition with this application.
9. **Medical Treatment:** I consent to receiving any medical treatment that RDAA considers necessary or desirable during or after the period of registration. I also agree to reimburse RDAA for any costs or expenses incurred in providing me with medical treatment.
10. **Privacy:** I understand that the information I have provided overleaf is necessary for the conduct of the proposed activity and for the objects of RDAA. I acknowledge and agree that the information will only be used by RDAA to facilitate the conduct of the proposed activity and other rides conducted by RDAA. I understand that I will be able to access my information through RDAA. If the information is not provided my application may be rejected.
11. **Copyright in photographs and right to use: I acknowledge and consent to photographs being taken of me during my participation in the Short Term Program. I acknowledge that the photographs are owned by RDAA. RDAA may use the photographs for promotional or other purposes without my further consent being obtained.** Yes ☐ No ☐
12. **I have provided the information required overleaf and signed both sides of this form.** I warrant that all information provided is true and correct.

INITIAL AS SIGHTED

Riding for the Disabled Association of Australia Ltd.

KICKSTART REGISTRATION & CONSENT FORM

Section A – PERSONAL DETAILS (all are required fields)

First name:	Surname:
Preferred name:	
Date of birth:	Gender:

CONTACT DETAILS

Street Name/No:	
Suburb:	Postcode:
Phone number:	
Email:	

TERM OF REGISTRATION – Period of registration may not be longer than 8 weeks

Nominated Name of Activity: **Own a Horse for the Day School Camp**

☐ **Wednesday 24th January 2024**

OR

☐ **Monday 29th January 2024**

Nominated Corporate Group Name:

Section B – EMERGENCY CONTACT DETAILS

First name:	Surname:
Address:	
Phone (H):	Phone (Mob):
Relationship:	

Section C – MEDICAL DETAILS

Do you have or have had any medical condition(s) or disability (eg physical, intellectual, psychiatric or behavioural) that may affect your efficiency to participate in the Kickstart Program, your safety and the safety of the public?	YES / NO
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If YES, you will be required to submit a Medical Consent Form completed by a medical practitioner with this application. A Medical Consent Form is available from your RDA Centre. RDAA may in its reasonable discretion, require you to provide a Medical Consent Form completed by a medical practitioner even if you have declared you do not have/had any medical condition or disability.

Section D – DISABILITY CATEGORY – *please circle the relevant category for our statistical info.*

A – Rider with Intellectual disability B – Rider with Physical disability C – Rider with Cerebral Palsy D – Rider with Vision Impairment/Blindness E – Rider with Hearing Impairment/Deafness F – Rider with Autism	G – Rider with Learning/Behavioural Difficulty H – Rider with Psychiatric Condition I – Rider with Multiple Disability J – Rider with Down Syndrome K – Rider without disability L – Other Disability
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What is the client's Medical Condition: _____

Section E – DECLARATION

I have read, understood, acknowledge and agree to the declarations in this application and will abide by the policies and procedures of my RDA Centre, State Association and RDA Australia Ltd. I warrant that all information provided is true and correct. I acknowledge that a copy of this Application has the same legal effect as the original.

SIGNATURE: _____ Date: _____

PARENT/LEGAL GUARDIAN CONSENT (IN RESPECT TO AN APPLICANT UNDER THE AGE OF 18 YEARS OR WHERE INFORMED CONSENT CANNOT BE PROVIDED). I have read, understood, acknowledge and agree to the declarations in this application and conditions of membership under the policies and procedures of my RDA Centre, State Association and RDA Australia Ltd. I warrant that all information provided is true and correct.

SIGNATURE: _____ Date: _____

NAME: _____